



After Recording Return To:

Vista Title & Escrow
908 N Howard St. Ste 200
Spokane, WA 99201

Document Title

Covenants, Conditions, and Restrictions and Reservation

Grantor(s) of Easements

Blue Heron Estates

Grantee(s)

The Public

Legal Description

PTN SW 1/4 + PTN NW 1/4 10-26-42 EWM

Assessor's Parcel ID No. 26102.9019; PTN: 26103.9045; 26103.9036;
26103.9037; 26103.9038; 26103.9046; 26103.9047;
26103.9041; 26103.9042

Signature of Party Requesting Non Standard Recording

I am requesting an emergency \$50.00 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 part of the text of the original document.

Courtesy Recording Only
No Liability for Validity
and/or Accuracy Assumed
by Vista Title

R. E. Excise Tax Exempt
Date 3.19.2018
Spokane County Treas.
By



BLUE HERON
ESTATES

COVENANTS, CONDITIONS AND
RESTRICTIONS

AND

RESERVATION OF EASEMENTS

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS	5
ARTICLE 2 - DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND CREATION OF PROPERTY RIGHTS AND OBLIGATIONS	8
2.1. Description of Blue Heron Estates:	8
2.2. Common Property:	8
2.3. Conveyance of Common Property:	8
2.4. Title to Common Property:	8
ARTICLE 3 - ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS	9
3.1. Association to Manage Blue Heron Estates	9
3.2. Membership	9
3.3. Transferred Membership	9
3.4. Classes of Membership	9
3.5. Voting Requirements	10
3.6. Commencement of Voting Rights	10
3.7. Membership Meetings	10
3.8. Board of Directors	10
ARTICLE 4 - MAINTENANCE AND ASSESSMENTS	11
4.1. Creation of the Lien and Personal Obligation of Assessments	11
4.2. Purpose of Assessments	11
4.3. General Assessment	11
4.4. Special Assessments	12
4.5. Allocation of Assessments	12
4.6. Date of Commencement of Assessment; Due Dates	12
4.7. Transfer of Lot by Sale or Foreclosure	12
4.8. Enforcement of Assessment Obligations; Priorities, Discipline	13
4.9. Exempt Property	13

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION 14

5.1. Duties and Powers..... 14

5.2. Association Easements and Access to Lots. 14

5.3. Governmental Interests. 15

5.4. Dedication of Common Property..... 15

5.5. Assumption of Risk..... 15

5.6. Security..... 16

5.7. Provision of Services. 17

5.8. Change of Use of Common Property..... 17

5.9. View Impairment..... 18

ARTICLE 6 - UTILITIES..... 19

6.1. Owners' Rights and Duties. 19

6.2. Easements for Utilities and Maintenance..... 19

6.3. Underground Utilities..... 20

6.4. Utility Hook-up Fees. 20

ARTICLE 7 - COVENANTS FOR MAINTENANCE AND CONSTRUCTION 21

7.1. Lots within Blue Heron Estates to be Kept in Good Repair..... 21

7.2. Road Lighting. 21

ARTICLE 8 - USE RESTRICTIONS: GENERAL COVENANTS 22

8.1. Blue Heron Estates Governmental Regulation. Strictest Standards Control..... 22

8.2. Use of Individual Lots. 22

8.3. Visible Business Activity Prohibited. 22

8.4. Temporary Structures..... 22

8.5. Commencement and Completion of Construction. 22

8.6. Nuisances..... 23

8.7. Animals & Pets. 23

8.8. Pathways..... 23

8.9. Garbage and Refuse Disposal..... 23

8.10.	Power Equipment and Car Maintenance.....	23
8.11.	No Warranty of Enforceability.....	24
8.12.	Intentionally left Blank	Error! Bookmark not defined.
8.13.	Outdoor Burning:	24
8.14.	Timber Harvesting	24
8.15.	Design Guidelines	24
ARTICLE 9 - ARCHITECTURAL CONTROL.....		25
9.1.	Approval of Plans by Architectural Committee.....	25
9.2.	Specification of Reasons of Disapproval.	25
9.3.	Submission of Plans - Structures and Landscaping	25
9.4.	Unapproved Construction; Remedies.....	26
9.5.	Requirement for Subsurface and Surface Drainage	26
9.6.	Restriction Against Excavation and Grading.....	26
9.7.	Mandatory Reconstruction.....	27
9.8.	Entry for Inspection.....	27
ARTICLE 10 - GENERAL PROVISIONS.....		28
10.1.	Enforcement.....	28
10.2.	Severability.....	28
10.3.	Amendment.....	28
10.4.	Conveyance.....	29
10.5.	Exceptions.....	29
10.6.	Protection of Declarant:.....	29
10.7.	Calendar Year.....	29
10.8.	Limitation of Restrictions on Declarant.....	30
10.9.	Termination of Any Responsibility of Declarant.....	30

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
BLUE HERON ESTATES

This Declaration of Covenants, Conditions and Restrictions and Reservation of Easements is made on the date hereinafter set forth by Blue Heron Estates, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Spokane, State of Washington, hereinafter referred to as the "Property", and

WHEREAS, Declarant has subdivided the Property into separate lots and streets, and has constructed or will construct thereon certain community improvements and, thereafter, the lots will be sold to the general public (or to builders) for the construction of residential Dwellings establishing a residential community, and

WHEREAS, the development shall be hereinafter referred to as the "Blue Heron Estates", and each owner shall receive fee or equitable title to an individual lot (with the residential dwelling thereon or the right and obligation to construct a Dwelling thereon) and a membership in the Blue Heron Estates Homeowners Association, which shall be a Washington nonprofit corporation and which have certain administrative and maintenance responsibilities in the Blue Heron Estates, and

WHEREAS, Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said lots and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the 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 improvements of the Property and the division thereof into a planned unit development. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants 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 rights, title, or interest in or to any part of the Property. The undersigned, being the sole owner of the property hereby declares that said Property is a housing community and shall be administered in accordance with Federal and State laws.

ARTICLE 1 DEFINITIONS

- 1.1. "Architectural Committee" shall mean and refer to the Architectural Committee created pursuant to Article Nine of this Declaration.
- 1.2. "Articles" shall mean the Articles of Incorporation of the Association as amended from time to time.
- 1.3. "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Common Property and other applicable portions of the Property which is to be paid by each Lot Owner as determined by the Association under this Declaration.
- 1.4. "Association" shall mean and refer to the Blue Heron Estates Homeowners Association, a Washington nonprofit corporation, the members of which shall be owners of the lots in Blue Heron.
- 1.5. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.
- 1.6. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.
- 1.7. "Common Expenses" means and includes the actual and estimated expenses of administration of the Association, and of the maintenance, repair, or replacement of those parts of the Project for which the Association is responsible, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the Project Documents.
- 1.8. "Common Property" shall mean and refer to the land or easements, together with any improvements constructed or to be constructed thereon, described as such in Section 2.2.
- 1.9. "Declarant" shall mean and refer to P & P Group, LLC, a Washington Limited Liability Company and their successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing Lots in Blue Heron.
- 1.10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.
- 1.11. "Declaration of Annexation" shall mean and refer to a recorded instrument by the terms of which a particular parcel or parcels of property may be subjected to the terms of this Declaration, thereby becoming annexed to and part of the Project, all according to Article 2.3 below.

- 1.12. "Design Guidelines" shall mean the architectural, design, development, landscaping, and other guidelines, standards, controls, and procedures, including but not limited to, application and plan review procedures, adopted pursuant to Article Nine and applicable to the Properties.
- 1.13. "Dwelling" shall mean and refer to any single family or other approved residential structure constructed or to be constructed upon any individually owned Lot in Blue Heron Estates.
- 1.14. "Blue Heron Estates" shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon, and including any phases annexed thereto and sometimes referred to herein as the "Project".
- 1.15. "Lot" shall mean and/or refer to any particular and separately designated parcel of land resulting from the subdivision of the property according to the planned Unit Development or Subdivision Plat, and sold or held by sale to members of the general public. The term Lot shall not, however, include property owned by the Association as Common Property. Prior to recordation of a Subdivision Plat, a parcel of land on which improvements are under construction shall be deemed to contain the number of lot(s) designated for residential use on the applicable preliminary plat or the site plan approved by Declarant, whichever is more current.
- 1.16. "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.
- 1.17. "Owner" or "Owners" shall mean and refer to the record owner or holder of fee or equitable title to a Lot in the Project. 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 contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner".
- 1.18. "Phase" shall mean and refer to a particular parcel of property which is or shall become part of the Project pursuant to the recordation of an appropriate Declaration of Annexation.
- 1.19. "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision Plat, and Bylaws of the Association, and the rules and regulations for the members as established from time to time.
- 1.20. "Property" or "Properties" means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with Blue Heron Estates.

- 1.21. "Streets and Public Roadways" Streets shall refer to those parts of the Project which have been dedicated as primary access to the Lots of said Project and shall include cul-de-sacs and hammerheads. Public Roadways shall refer to specifically those dedicated to the City of Spokane.

Unofficial Document

ARTICLE 2 - DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

2.1. Description of Blue Heron Estates:

Blue Heron Estates consists of the underlying Property with the residential Dwellings and all other improvements and systems located or to be located thereon, regardless of the ownership thereof, and includes all Phases annexed to the Property.

2.2. Common Property:

The Common Property consists of property described as follows:

- a) Streets;
- b) Landscaped Areas (which may include, among other improvements, shrubs, trees, plants, and rocks);
- c) Walking Paths/Sidewalks;
- d) Entry Signs/Security Gates;
- e) Water Features;
- f) Entry Lighting;
- g) Drainage Areas and Facilities;
- h) Watering Facilities;
- i) Signage for Streets;
- j) Perimeter Walls, Fences and Retaining Walls;
- k) Community Drain-field;
- l) Architectural Features and Accents;
- m) Other items as acquired from time to time.

Common Property is generally located within the Project in areas other than Lots used for Dwellings.

2.3. Conveyance of Common Property:

The Declarant shall construct all improvements on the Common Property and convey to the Association the aforesaid Common Property and easements, together with the improvements constructed thereon, upon completion of the improvements. The Declarant may convey to the Association other improved or unimproved real estate located within the Property, personal property and leasehold and other property interests. Such property shall be accepted by the Association and, thereafter, shall be deemed Common Property. Thereafter, the Association shall maintain, restore, and/or replace the improvements on said Common Property and any other improvements placed thereon by the Association.

2.4. Title to Common Property:

Title to the common property is subject to the Easements, Reservations and Restrictions of Record as of the date or recording of these CC&R's.

ARTICLE 3 - ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1. Association to Manage Blue Heron Estates.

The Owners of all the Lots covenant and agree that the administration of the Blue Heron Estates shall be in accordance with the provisions of this Declaration and the Bylaws of the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over Blue Heron Estates. Notwithstanding the generality of the foregoing, the primary function of the Association shall be management, maintenance, and control of the Common Property and the enforcement of the restrictions set forth in this Declaration.

3.2. Membership.

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

3.3. Transferred 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 his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller be null or void.

3.4. Classes of Membership.

The Association shall have two (2) classes of voting membership established according to the following provisions:

- 3.4.1. Class A Membership. Class A Membership shall be that held by each Owner of a Lot other than Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned upon expiration of Class B Membership. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association, but there shall not be more than one (1) vote for each Lot.

3.4.2. Class B Membership. Class B Membership shall be that held by Declarant (or their successors-in-interest) who shall be entitled to ten (10) votes for each Lot owned by Declarant; provided, that Class B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is last in time.

3.4.2.1. When all but one lot of the lots in Blue Heron Estates, including any added or annexed phases or land, and the platting, development and sale of all open space for future development are sold by Declarant; or

3.4.2.2. On the tenth (10th) anniversary of the recordation of this Declaration or of the Declaration of Annexation for the most recently annexed phase of the Project or land added to the Project.

3.4.3. Right of Use: Right of use interests shall be those held by each owner of the two lots located east of the development and who have easement to use the common roads as shown in the plat of Blue Heron Estates. These owners shall only have the right of the use of the common area roads as a means of ingress and egress and the right to hook up to the utilities that are available to them as they exist in the common road area. The terms and conditions of their "right to use" are set forth in Exhibit B, Road Maintenance Agreement.

3.5. Voting Requirements.

Except where otherwise expressly provided in this Declaration or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (Class A & B) of the Association.

3.6. Commencement of Voting Rights.

Voting rights attributable to any Lot in a Phase, other than the first Phase, shall not vest until that Lot shall also be subject to assessment obligations to the Association, pursuant to Article 4 below.

3.7. 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. A minimum of one meeting per calendar year should be scheduled by the Association.

3.8. Board of Directors.

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

ARTICLE 4- MAINTENANCE AND ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within Blue Heron Estates, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) general annual assessments or charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs, and actual attorneys' fees, shall all also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner of a Lot may exempt himself from liability for the contribution toward the common expenses by waiver of the use or enjoyment of any part of Blue Heron Estates or by the abandonment of his Lot.

4.2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of all the residents of Blue Heron Estates, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs and replacement of those areas and facilities owned and managed by the Association, and which must be replaced on a periodic basis. Specifically, and without limiting the generality of the foregoing, the assessments shall be used to cover expenses of administering the Association, of enforcing the covenants, conditions, and restrictions of Declaration, of providing for the insurance for the Association, and of providing for the maintenance, repair and replacement of Common Property.

4.3. General Assessment.

Until the first day of the fiscal year immediately following the closing of the sale of the first Lot in the Project, the regular annual assessment per Lot shall be such amount as is set Forth in the Project budget prepared by Declarant, payable in periodic installments as determined by the Board. Each Lot's share for the first Association fiscal year shall be prorated based on the number of months remaining in that fiscal year. Thereafter the Board shall determine and fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the beginning of each fiscal year.

4.4. Special Assessments.

In addition to the regular assessments authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Project, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment,. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this Declaration and the Bylaws, including attorneys' fees and costs.

4.5. Allocation of Assessments.

Each Lot, including Lots owned by Declarant and lots owned by Class A members shall bear an equal share of each regular and special assessment, (except as set forth in paragraph 4.9 and for Special Assessments imposed against an individual Lot and its Owner).

4.6. Date of Commencement of Assessment; Due Dates.

The Base and Lot Maintenance Assessments provided for herein shall commence as to each Lot in Blue Heron Estates or any Phase thereof on the first day of the month following closing of the sale of the first Lot in Blue Heron Estates or Phase thereof. Due dates of the Assessments shall be established by the Board of Directors and be set forth in an annual notice, along with the amount of the General Annual Assessment.

4.7. Transfer of Lot by Sale or Foreclosure.

Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Lots including such mortgagee. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be eligible for any such assessment becoming due after the date of any such statement.

4.8. Enforcement of Assessment Obligations, Priorities, Discipline.

If any part of any assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) sums shall be assessed for each month, or fraction thereof, from the due date until the assessment and all late charges are paid. Each such unpaid assessment shall accrue interest at twelve percent (12%) per annum. Each assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney, or other person authorized by this Declaration, or by law to make the sale, after failure of the Owner to pay such assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, including actual attorneys' fees and costs, and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

4.9. Exempt Property.

Notwithstanding any other provision included in this Article 4, the following property, which is otherwise subject to this Declaration, shall be exempt from all assessments:

- (a) Common Property;
- (b) All Lots or property dedicated to and accepted by a local public authority; and
- (c) All Lots or property owned by Declarant, except that in the event the amount of the General Annual Assessment for each fiscal year is less than the actual costs of Common Property maintenance, repair and replacement, and the Association does not issue a Special Assessment therefore, Declarant shall pay said difference as an assessment. The Association shall advise the Declarant of said difference in writing within sixty (60) days of the fiscal year end and Declarant shall pay said assessment within forty-five (45) days of receipt of said notice.

ARTICLE 5 DUTIES AND POWERS OF THE ASSOCIATION

5.1. Duties and Powers.

In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- 5.1.1. Assess for and expend Association funds to maintain, repair, replace and manage all (1) Common Property and (2) all property that may be acquired by the Association.
- 5.1.2. Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and the commencement of actions.
- 5.1.3. Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.
- 5.1.4. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over Blue Heron Estates.
- 5.1.5. Adopt, or amend, rules, so long as they are consistent with this Declaration, and the Bylaws, and if they relate to Blue Heron Estates.
- 5.1.6. Establish one or more checking or savings accounts in the name of the Association with any bank, savings association or credit union doing business in Spokane County, Washington and designate signatories thereon.

5.2. Association Easements and Access to Lots.

For the purpose of performing the maintenance authorized by this Article or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have an easement over and onto all portions of the Project, and shall also have the right, during reasonable hours, to enter any Lot.

5.3. Governmental Interests.

The Declarant may designate Declarant owned sites within the Property for fire, police and utility facilities, public schools and parks, and other public facilities in accordance with the Master Plans and applicable laws. The sites may include Common Property if otherwise permitted by applicable land use regulations. Such property shall be exempt from assessment as provided in Section 4.9.

5.4. Dedication of Common Property.

The Association, in the exercise of the Board's business judgment, may dedicate or grant easements over portions of the Common Property to any local, state, or federal governmental entity or any utility company. This right shall not be construed as a limitation upon the right of the Board to permit entry upon the Common Property or to grant licenses permitting the use of the Common Property by third parties for purposes deemed, in the discretion of the Board, to benefit the Property.

5.5. Assumption of Risk.

The Association may, but shall not be obligated to, sponsor certain activities or provide facilities designed to promote the health, safety, and welfare of Owners and occupants. Notwithstanding anything contained herein, neither the Association, the members of the Board, the officers of the Association, the management company of the Association, nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or occupant of any Lot or any tenant, guest or invitee of any Owner or occupant or for any property of any such Persons. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Property, including all Common Property and all recreational facilities, if any.

Neither the Association, the members of the Board, the officers of the Association, the Association's management company, nor the Declarant shall be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of gas lines, utility lines or utility sub-stations adjacent to, near, over, or on the Property. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness or other loss or damage arising from the presence or malfunction of gas lines, utility lines or utility sub-stations and further acknowledges that neither the Association, the members of the Board, the officers of the Association, the Association's management company nor the Declarant have made any representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties (expressed or implied) relative to the condition or impact of utility lines or utility sub-stations.

No provision of this Declaration shall be interpreted as creating a duty of the Association, the members of the Board, the officers of the Association, the management company of the Association, or the Declarant to protect or further the health, safety, or welfare of any Person(s), even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands, and causes of action against the Association, the Board, the Association's management company, and the Declarant, their directors, officers, committee and board members, employees, agents, contractors, subcontractors, successors, and assigns arising from or connected with any matter for which the liability has been disclaimed.

5.6. Security.

The Association may maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be; provided, however, unless otherwise specifically indicated in this Declaration, the Association shall not be obligated to maintain or support such activities.

Neither, the Association, its officers, the Board, the Association's management company, nor the Declarant, shall in any way be considered insurers or guarantors of security within the Property. Neither the Association, its officers, the Board, the Association's management company nor the Declarant, shall be held liable for any loss or damage for failure to provide adequate security or for the ineffectiveness of any security measures undertaken.

All Owners and occupants of any Lot, and all tenants, guests, and invitees of any Owner, acknowledge that neither the Association, its officers, the Board, the Association's management company, the Declarant, nor the Architectural Committee represent or warrant that any patrolling of the Property, neighborhood watch group, volunteer security patrol, fire protection system, burglar alarm system, or other security system designated by or installed according to guidelines established by the Declarant or the Architectural Committee may not be compromised or circumvented; nor that any patrolling of the Property, neighborhood watch group, volunteer security patrol, fire protection system, burglar alarm system, or other security systems will prevent loss by burglary, theft, hold-up, or otherwise; nor that patrolling of the Property, neighborhood watch group, volunteer security patrol, fire protection system, burglar alarm system, or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

All Owners and occupants of any Lot and all tenants, guests, and invitees of any Owner assume all risks for loss or damage to Persons, to Lots, and to the contents of Lots and further acknowledge that the Association, its officers, the Board and committees, the Association's management company, or the Declarant, have made no representations or warranties, nor has any Owner, occupant, or any tenant, guest, or invitee of any Owner relied upon any representations or warranties, expressed or implied, relative to any patrolling of the Property, neighborhood watch group, volunteer security patrol, fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the Properties.

5.7. Provision of Services.

The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. The Association as a Common Expense may fund the costs of services and facilities provided by the Association. In addition, the Board shall be authorized to charge additional use and consumption fees for services and facilities. The Board shall be permitted to modify or cancel existing services or facilities, if any, or to provide additional services and facilities. Nothing contained herein shall be relied upon as a representation as to what services and facilities, if any will be provided by the Association.

5.8. Change of Use of Common Property.

The Board may change the use of any portion of the Common Property in any manner necessary to accommodate the new use of the Common Property. Any new use shall be for the benefit of the Owners and not inconsistent with the then effective Master Plans, city or county laws. Any change in use of the Common Property shall be subject to approval by the Declarant as long as they own any property described in the Final Plat as open space for future development.

5.9. View Impairment.

Neither the Declarant nor the Association guarantees or represents that any view over and across any property, including any Lot, from adjacent Lots will be preserved without impairment. Neither the Declarant nor the Association shall have the obligation to prune or thin trees or other landscaping except as set forth in the Design Guidelines. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

If, in the discretion of the Declarant, and as long as Declarant owns any property described in the Final Plat as open space for future development or property annexed thereafter, the Association fails to perform its maintenance responsibilities or enforce the maintenance responsibilities of Owners in the manner required by the Declaration, Declarant may cause such maintenance to be performed and, in such event, the Association shall reimburse Declarant for all costs incurred. Declarant shall not take such action without first providing the Association written notice and a reasonable opportunity to perform the required maintenance.

Unofficial Document

ARTICLE 6- UTILITIES

6.1. Owners' Rights and Duties.

The rights and duties of the Owners of Lots within Blue Heron Estates with respect to utilities shall be as follows:

- 6.1.1. Whenever sanitary sewer, septic, water, electric, gas, television receiving, or telephone lines or connections are located or installed within Blue Heron Estates, which connections, or any portion thereof, is in or upon Lots owned by someone other than the Owner of a Lot served by said connections, the Owners of any Lots served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots or to have the utility companies enter upon the Lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.
- 6.1.2. Whenever sanitary sewer, septic, water, electric, gas, television receiving, or telephone lines or connections are located or installed within Blue Heron Estates, which connections serve more than one Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.
- 6.1.3. In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

6.2. Easements for Utilities and Maintenance.

Easements over and under the Property for the installation, repair, and maintenance of sanitary sewer, septic, water, electric, gas, and telephone lines and facilities, such as may be hereafter reasonably required to service the Property, are hereby reserved by Declarant and its successors-in-interest and assigns, including the Association, together with the right to grant and transfer the same; provided, however, that no such reservation or grant of an easement shall unreasonably interfere with the use or occupation of any Lot by its Owners, or the construction of a Dwelling on any Lot.

6.3. Underground Utilities.

In the interest of public health and safety and in the interest of avoiding the presence of unsightly poles and structures, all utilities to be installed within Blue Heron Estates shall be buried in accordance with the best standard practices presently in use for the burying of such utilities and as provided by the Architectural Committee.

6.4. Utility Hook-up Fees.

Each Owner shall be responsible for hookup fees charged by the utility providing utility service for the individual owner.

Unofficial Document

ARTICLE 7 - COVENANTS FOR MAINTENANCE AND CONSTRUCTION

7.1. Lots within Blue Heron Estates to be Kept in Good Repair.

Each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, and in the case of undeveloped lots, weeding, mowing and keeping free of debris or refuse all in a manner and with such frequency as is consistent with good property management. Garage interiors must be maintained in a clean and orderly manner, so as to avoid the danger of fire.

7.2. Road Lighting.

The street lighting in Blue Heron Estates will be provided by the developer and conveyed to and maintained by the HOA as common property.

Unofficial Document

ARTICLE 8 - USE RESTRICTIONS: GENERAL COVENANTS

8.1. Blue Heron Estates Governmental Regulation. Strictest Standards Control.

Restrictions contained herein shall not be construed as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or Blue Heron Estates covenants shall be taken to govern and control.

8.2. Use of Individual Lots.

No commercial structure of any kind shall be erected on any Lot other than a single family dwelling for single family residential occupancy or a separate living structure approved by Spokane County regulations as an Accessory Dwelling unit. The Architectural Committee shall have the authority to allow detached garages and auxiliary use buildings. All houses will have a minimum two (2) car garage.

8.3. Visible Business Activity Prohibited.

Home occupations/offices without external evidence thereof may be permitted with the specific written approval of the Architectural Committee. Trades, crafts, businesses, professions, commercial or manufacturing enterprises that are visibly apparent shall not be conducted within Blue Heron Estates. No materials, supplies, equipment, or vehicles, including buses, trucks and trailers of any description, used in connection with any trade, service or business, as well as any vehicles in excess of 15,000 pounds gross weight (including buses, trucks, and trailers of any description) used for private purposes, may be kept, parked, stored, dismantled or repaired on any Lot, outside of any Lot, or on any of the Roads.

8.4. Temporary Structures.

No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence.

8.5. Commencement and Completion of Construction.

The permanent Dwelling on each Lot shall commence construction on or before the second (2nd) anniversary date of original ownership of said Lot. Refer to Blue Heron Design Guidelines, Commencement of Construction for specific requirements and time allowed for completion.

8.6. Nuisances.

No noxious, illegal, or offensive activities shall be carried on in any Dwelling, or in any part of the Property, 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 Owners of his respective Dwelling, or which shall be in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause as refusal to renew the same, or which will impair the structural integrity of any building.

8.7. Animals & Pets.

Dogs, cats and other usual and common household pets in numbers not exceeding two (2) per species are permitted. No more than 6 hens utilized for personal egg production or as pets are also permitted. Potbellied pigs are not considered household pets. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall at all times, when outside, be on a leash or within allowable fencing. Pets shall not be allowed to run at large on tract A of the remainder parcel. Pet waste is to be removed from all Common Property immediately and disposed of properly by the person in control of the pet. No pets shall be allowed to interfere with the quiet enjoyment of the other residents. The board may enact reasonable rules respecting the keeping of animals within the Project and may designate certain areas off limits to pets. See Animal Housing in the Design Guidelines for guidance for kennels/coops.

8.8. Pathways.

All walks, roads, bike paths located within the Common Property are for the use of Association Members on an equal basis, subject to reasonable rules and regulations promulgated in writing by the Association.

8.9. Garbage and Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall be kept in sanitary containers. All equipment, garbage cans, woodpiles, or storage piles shall be kept concealed from view of other Dwellings, streets and the Common Property, except on such days designated for garbage collection.

8.10. Power Equipment and Car Maintenance.

Car maintenance or minor repairs requiring no more than twenty-four (24) hours work shall be permitted on the Property. Power equipment and tools may be operated between 7:00 AM and 9:00 PM and be concealed from view when not in use.

8.11. No Warranty of Enforceability.

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in the 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 restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.

8.12. Intentionally left Blank

8.13. Outdoor Burning:

Per Spokane County law, Blue Heron Estates is located in a "no burn zone". No outdoor burning is allowed. The use of fire pits is described in the Design Guidelines.

8.14. Timber Harvesting.

Clearing of timber to accommodate building structures, landscaping, and roads is allowed, subject to approval of the Architectural Committee as outlined in the Design Guidelines. There shall be no harvesting of marketable timber on any Lot for commercial profit. Declarant may clear timber on Common Property if applicable and possible where views are impaired.

8.15. Design Guidelines.

Restrictions on subjects such as: dwelling size, construction completion; building set-backs; fencing; exterior lighting; address identification; mail; newspaper delivery; signage; animal housing; antennas; flagpoles; clotheslines; car maintenance; power equipment; parking; swimming pools and spas; accessory buildings; etc.; are addressed in Blue Heron Design Guidelines which are available through the Blue Heron Owners Association and/or the developer.

ARTICLE 9- ARCHITECTURAL CONTROL

9.1. Approval of Plans by Architectural Committee.

No landscaping shall be placed on any Lot in the Property, no building, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein or thereto including but not limited to repainting of the exterior be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external landscape and external design, color and location in relation to surrounding structures and topography by the Architectural Committee composed of the Declarant and other members to be determined by the Declarant.

9.1.1. There shall be not less than two (2) members of the Committee.

9.1.2. Declarant will appoint all of the original members of the Committee until the Declarant has sold all but one lot in Blue Heron Estates.

9.1.3. After Declarant has sold all but one Lot in Blue Heron Estates, Owners shall have the power to appoint all of the members of the Committee.

9.1.4. In the event of additional phases or additions of Blue Heron Estates being platted by Declarant or its successor in interest, the Architectural Committee shall perform the function of the Architectural Committee in each such phase or addition and the membership of the Architectural Committee shall be determined by the Declarant in all phases or additions to Blue Heron Estates.

9.2. Specification of Reasons of Disapproval.

The Architectural Committee shall have the right to disapprove any plans and specifications submitted. Refer to the Design Guidelines for details. The Architectural Committee shall make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

9.3. Submission of Plans - Structures and Landscaping.

Refer to Section 5 of the Blue Heron Design Guidelines for the review, submittal and approval process. All plans and specifications required to be submitted to the Committee shall be submitted using the "Application for Architectural Committee Approval" form, found in the Design Guidelines.

9.3.1. The Architectural Committee is authorized but not required to establish certain minimum criteria for approval of landscaping plans if desired but it is a fundamental requirement that "Landscaping" as used hereinabove shall endeavor to retain as many trees existing on the lots as possible consistent with construction on the lot and fire prevention, and shall require more than just grass and a sprinkler system, and shall require usage of shrubbery, trees, bark, rock, and other similar materials commonly used in above average residential landscaping and that landscaping shall be performed by a qualified landscaping contractor except as allowed by the Architectural Committee.

9.4. Unapproved Construction; Remedies.

If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article 9, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 9 and without the approval required herein, and upon fifteen (15) days' written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

9.5. Requirement for Subsurface and Surface Drainage.

The developer is required to design and construct a storm water management system per the Spokane Regional Storm Water Guidelines within the boundaries of the Common Property. Also, Owners may be required to retain a licensed geotechnical engineer to provide recommendations and a plan for waterproofing and drainage to prevent ground water or surface water seepage leading into the Dwelling and to provide for proper handling of ground or surface water. If the Architectural Committee requires a geotechnical engineer be retained by the submitting Owner, it shall prepare a plan and recommendations for said waterproofing and drainage, which shall be submitted to and approved by the Architectural Committee. Owners are required to maintain, as needed, drainage swales conforming to Spokane County's Regulations for surface water runoff and maintenance in the street in front of their property.

9.6. Restriction Against Excavation and Grading.

No excavation for stone, gravel, or earth shall be made on any Lot except for walls, basements, or cellars of Dwellings or in ground swimming pools and spas; provided, however, that Declarant reserves the right at any time prior to closing of sale of any Lot to excavate and grade on the conveyed Lot, and to remove material from or deposit material on such Lot in connection with the work of laying out and improving; provided, further, that

Declarant may waive this privilege as to any Lot on which a buyer may desire to erect a building before that date.

9.7. Mandatory Reconstruction.

All buildings must have adequate insurance to fully rebuild in case of fire or other disaster, and the Owner shall immediately rebuild or repair within one hundred eighty (180) days of the fire or other disaster.

9.8. Entry for Inspection.

Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour, upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect the Lot(s) and structure(s) to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon, and across the residential Lots for the purpose of making and carrying out such inspections.

Unofficial Document

ARTICLE 10- GENERAL PROVISIONS

10.1. Enforcement.

The Association, or an Owner, 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 the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party in any such proceeding shall be entitled to an award of attorneys' fees and costs. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10.3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a seventy-five percent (75%) affirmative vote of association members as provided in Article 3. No such waiver, termination or modification shall be effective until a proper instrument in writing shall be executed by the Association and recorded in the office of the Auditor for the County of Spokane, State of Washington. However, the Declarant may amend this Declaration at any time, in Declarant's sole discretion, without vote, to annex any additional phase or phases, or to add additional land to the Property and Blue Heron Estates. Said amendment to add or annex any additional phases or land, and subject said phase(s) or land to this Declaration, shall be accomplished by Declarant preparing, executing with notarization, and recording with the Spokane County Auditor a Declaration of Annexation, in recordable form, containing a reference to this Declaration and its recording number, any prior Amendments of Declarations of Annexation and their recording numbers, the legal description of the phase(s) or land being added or annexed, and language subjecting said real estate to this Declaration.

10.4. Conveyance.

Each Owner accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns, to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

10.5. Exceptions.

Exceptions to any of the above-listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of these covenants and restrictions. Exceptions shall not be granted for the following:

- (a) Any amendment, which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrances as provided herein.
- (b) Any amendment which would require a mortgagee after it has acquired a Lot through foreclosure to pay more than its proportionate share of any unpaid Assessment or Assessments accruing after such foreclosure.
- (c) Any amendment which would or could result in an encumbrance being canceled by forfeiture, or in the individual Lot not being separately assessed for tax purposes.
- (d) Any amendment which would or could result in termination or abandonment of the Property, or in the partition or subdivision of a Lot, in any manner inconsistent with the provisions of this Declaration.
- (e) Any amendment which would subject any Owner to a right of first refusal or other such restriction in favor of the Association, if such Owner exercises his right to sell, transfer or otherwise convey his Lot.

10.6. Protection of Declarant:

Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Property, will be required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or otherwise dispose of Lots therein in accordance with this Declaration shall become effective.

10.7. Calendar Year.

The year for record keeping and other business and related transactions of the Homeowners Association shall be a calendar year.

10.8. Limitation of Restrictions on Declarant.

Declarant is performing certain work in connection with the subdivision of the Property and the construction of community improvement thereon. The completion of that work and sale of Lots is essential to the establishment of welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- 10.8.1. 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
- 10.8.2. Prevent Declarant or its representatives from erecting, constructing or maintaining on any part or parts of the Property such structures including model homes as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or
- 10.8.3. Prevent Declarant from maintaining such fences, flags, sign, or signs, on any of the Property as may be necessary for the sale, lease or disposition thereof.

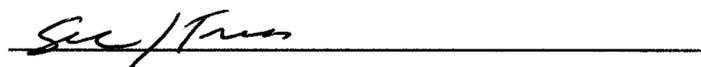
10.9. Termination of Any Responsibility of Declarant.

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

DECLARANT:

BLUE HERON ESTATES

By: 

Its: 

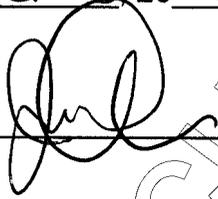
STATE OF WASHINGTON)

) ss.

County of Spokane)

I certify that I know or have satisfactory evidence that Peter D. Rayner signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Declarant of BLUE HERON ESTATES, for the uses and purposes mentioned in the instrument.

DATED: March 15, 2018



(Signature)

Jennifer A. Bevier

(Print Name)

NOTARY PUBLIC in and for the State of Washington,

residing at Spokane WA

My appointment expires: October 1, 2020

NOTARY PUBLIC
STATE OF WASHINGTON
JENNIFER A BEVIER
MY COMMISSION EXPIRES
OCTOBER 1, 2020

Exhibit A
Legal Description of Blue Heron Estates

The Southwest Quarter of Section 10, Township 26 North, Range 42 East, Willamette Meridian;

EXCEPT that part thereof described as follows:

Beginning at the Southwest corner of said Section 10; thence North along the West Section line 1320 feet; thence East parallel with the South line of said Section 10, a distance of 990 feet; thence North parallel with the West line of said Section 10, a distance of 330 feet; thence East parallel with the South line of said Section 10, a distance of 660 feet; thence South parallel with the West line of said Section 10, a distance of 330 feet; thence East parallel with the South line of said Section 10, a distance of 330 feet; thence South parallel with the West line of said Section 10, a distance of 330 feet; thence East parallel with the South line of said Section 10, a distance of 675.33 feet (660 feet record) to the East line of the Southwest Quarter of said Section 10; thence South 990 feet to the Southeast corner of the Southwest Quarter of said Section 10; thence West 2640 feet to the place of beginning.

ALSO EXCEPT that portion of the Southwest Quarter of Section 10, Township 26 North, Range 42 East, Willamette Meridian, described as follows;

Beginning at the Southwest corner of said Section 10; thence North along the West Section line 1320 feet; thence East parallel with the South line of said Section 10, a distance of 990 feet; thence North parallel with the West line of said Section 10, a distance of 330 feet; thence East parallel with the South line of said Section 10, a distance of 660 feet to the True Point of Beginning; thence South parallel with the West line of said Section 10, a distance of 330 feet; thence East parallel with the South line of said Section 10, a distance of 330 feet; thence Northwesterly 467.82 feet to the True Point of Beginning,

TOGETHER WITH the Southeast Quarter of the Northwest Quarter of Section 10, Township 26 North, Range 42 East, Willamette Meridian;

EXCEPT the East 330.10 feet

ALSO EXCEPT the North 436.85 feet

Situate in the County of Spokane, State of Washington.

EXHIBIT B
ROAD MAINTENANCE AGREEMENT

Unofficial Document

04/28/2017 01:03:29 PM
Recording Fee \$81.00 Page 1 of 8
Agreement SPOKANE COUNTY TITLE COMPANY
Spokane County Washington

6599030



After recording return to:

Peter A. Witherspoon
Witherspoon Brajcich McPhee, PLLC
601 W. Main Avenue, Suite 714
Spokane, WA 99201

Document Title: Road Maintenance Agreement

SP9195

Parties: Peter D. Rayner and Linda M. Rayner, husband and wife; Patrick Fannin, a single person, and Paul C. Fannin, a married man as his separate property ("Blue Heron Owners"); and John C. Blake and Kristianne Blake, husband and wife ("Blakes")

Legal Description (abbrev.): Ptn. SW 1/4 10-26-42EWM

SE 1/4 10-26-42EWM

Assessor's Tax Parcel ID Numbers: 26104.9009; 26103.9036, .9037, .9038, .9041, .9042; .9045, .9046 and .9047

The County Auditor will rely on the information provided on this form. The staff will not read the document to verify the accuracy of 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. The fee for non-standard processing is \$50.00

Signature of Requesting Party

R. E. Excise Tax Exempt
Date 4-28 2017
Spokane County Treas.
By *[Signature]*

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT is made and entered into as of the 27 day of April, 2017, by and between Peter D. Rayner and Linda M. Rayner, husband and wife, Patrick Fannin, a single person, and Paul C. Fannin, a married man as his separate property, (hereinafter collectively referred to as "Blue Heron Owners"), and John C. Blake and Kristianne Blake, husband and wife, hereinafter referred to as "Blakes".

RECITALS

A. The Blue Heron Owners are the legal owners of the following described real property, which property is herein after referred to as the "Blue Heron Estates":

THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH,
RANGE 42 EAST. WILLAMETTE MERIDIAN;

EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10;
THENCE NORTH ALONG THE WEST SECTION LINE 1320 FEET;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION
10, A DISTANCE OF 990 FEET; THENCE NORTH PARALLEL WITH THE
WEST LINE OF SAID SECTION 10, A DISTANCE OF 330 FEET; THENCE
EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10, A
DISTANCE OF 660 FEET; THENCE SOUTH PARALLEL WITH THE WEST
LINE OF SAID SECTION 10, A DISTANCE OF 330 FEET; THENCE EAST
PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10, A DISTANCE
OF 330 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF
SAID SECTION 10, A DISTANCE OF 330 FEET; THENCE EAST
PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10, A DISTANCE
OF 675.33 FEET (660 FEET RECORD) TO THE EAST LINE OF THE
SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 990
FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER
OF SAID SECTION 10; THENCE WEST 2640 FEET TO THE PLACE OF
BEGINNING.

ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF
SAID SECTION 10, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10;
THENCE NORTH, ALONG THE WEST LINE OF SAID SECTION, 1320
FEET; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID
SECTION, 990 FEET; THENCE NORTH, PARALLEL WITH THE WEST
LINE OF SAID SECTION, 330 FEET; THENCE EAST, PARALLEL WITH
THE SOUTH LINE OF SAID SECTION, 660 FEET TO THE POINT OF
BEGINNING; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF
SAID SECTION, 330 FEET; THENCE EAST, PARALLEL WITH THE
SOUTH LINE, 330 FEET; THENCE NORTHWEST 466.7 FEET TO THE
POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 10, LYING EAST OF INDIAN TRAIL ROAD, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 2°07'37" WEST, ON THE WEST LINE OF SAID SECTION, A DISTANCE OF 1320 FEET; THENCE NORTH 88°09'03" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 290.92 FEET; THENCE SOUTH 32°49'01" WEST, A DISTANCE OF 401.21 FEET, MORE OR LESS, TO A POINT ON THE NORTHEAST RIGHT OF WAY OF INDIAN TRAIL ROAD, SAID POINT BEING 990.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 61.12 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°09'03" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 61.12 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 2°07'37" WEST, A DISTANCE OF 329.99 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

B. The Blakes are the legal owners of the following described real property hereinafter referred to as the "Blake Property":

The Southeast Quarter of Section 10, Township 26 North, Range 42 East, Willamette Meridian, in Spokane County, Washington (Tax Account No. 26104.9009)

C. The Blue Heron Owners are in the process of finalizing a plat of Blue Heron Subdivision, which plat shall consist of eighteen (18) residential lots as shown on Exhibit "A" attached hereto.

D. The Blake Property adjoins Blue Heron Estates to the east and the property is encumbered by a conservation easement that allows for no more than two (2) residential lots to be located within the Blake Property.

E. As part of the development of Blue Heron Subdivision, a private road will be constructed within the following described portion of Blue Heron Estates:

A 60 foot ingress/egress and utility easement over, under and across that portion of the SW ¼ of Section 10, T.26N., R.42 EWM, the centerline of said easement described as follows:

Begin at the SW corner of said SW ¼ of Section 10; thence N02°07'37"W, along the West line of said SW ¼, 1090.81 feet; thence N87°52'23"E 9.65 feet the Northeasterly right of way line of Indian Trail Road and the True Point of Beginning of said described easement being a point on a curve concave to the Northwest with a radius of 200.00 feet and a radial bearing of S35°00'37"E from the center of said curve; thence Northeasterly, through a central angle of 43°06'10", an arc distance of

150.46 feet to the beginning of a reverse curve concave to the Southeast with a radius of 200.00 feet; thence Northeasterly, through a central angle of $60^{\circ}39'54''$, an arc distance of 211.76 feet to the beginning of a reverse curve concave to the Northwest with a radius of 200.00 feet; thence Northeasterly, through a central angle of $31^{\circ}28'44''$, an arc distance of 109.88 feet to the beginning of a reverse curve concave to the Southeast with a radius of 200.00 feet; thence Northeasterly, through a central angle of $19^{\circ}50'43''$, an arc distance of 69.27 feet to the end of curve; thence $N60^{\circ}55'06''E$ 146.32 feet to the beginning of a curve concave to the Northwest with a radius of 200.00 feet; thence Northeasterly, through a central angle of $67^{\circ}14'01''$, an arc distance of 234.69 feet to the end of curve; thence $N06^{\circ}18'55''W$ 97.27 feet; thence $N83^{\circ}41'05''E$ 204.61 feet to the beginning of a curve concave to the South with a radius of 500.00 feet; thence Easterly, through a central angle of $4^{\circ}27'58''$, an arc distance of 38.97 feet to the end of curve; thence $N88^{\circ}09'03''E$ 620.60 feet to the beginning of a curve concave to the Northwest with a radius of 500.00 feet; thence Northeasterly, through a central angle of $17^{\circ}50'24''$, an arc distance of 155.68 feet to the end of curve; thence $N70^{\circ}18'39''E$ 180.23 feet to the beginning of a curve concave to the Southeast with a radius of 500.00 feet; thence Easterly, through a central angle of $17^{\circ}25'43''$, an arc distance of 152.09 feet to the end of curve; thence $N87^{\circ}44'21''E$ 124.37 feet to the beginning of a curve concave to the Southwest with a radius of 500.00 feet; thence Southeasterly, through a central angle of $21^{\circ}38'16''$, an arc distance of 188.83 feet to the end of curve; thence $S70^{\circ}37'22''E$ 251.39 feet to the beginning of a curve concave to Southwest with a radius of 200.00 feet; thence Southeasterly, through a central angle of $18^{\circ}07'26''$, an arc distance of 63.26 feet to the end of curve; thence $S52^{\circ}29'56''E$ 132.09 feet to the East line of said SW $\frac{1}{4}$ and the end of said described centerline. The side lines of said 60 foot easement to be extended or shortened to meet the East line of SW $\frac{1}{4}$, and the North right of way line of Indian Trail Road and the West line of said SW $\frac{1}{4}$

F. Blue Heron Owners are conveying to the Blakes a perpetual non-exclusive easement for ingress, egress and utilities over, through, across and under the property described immediately above enabling the Blakes to have ingress and egress to the Blake Property on the private road to be built within the Blue Heron Subdivision.

G. The parties hereto recognize that an agreement should be entered into as to how the private road should be maintained following its construction by Blue Heron Owners and as to how the costs of maintenance and operation thereof should be shared among the Blue Heron Owners and the owners of the Blake Property.

NOW, THEREFORE, the undersigned property owners, in order to memorialize their desires as to the operation and maintenance of the private roadway to be constructed within Blue Heron Subdivision, agree as follows:

1. Until such time the private road is utilized on an ongoing basis by an owner of the Blake Property for ingress and egress for the purpose of construction of a residence on the Blake Property and the subsequent residential use of the property, the Blakes and their successors in interest shall have no obligation to share in the cost of maintenance, repair and/or operation of the Blue Heron Estates private road.

2. Blue Heron Subdivision is being platted for eighteen (18) residential parcels. At such time as one (1) residential lot on the Blake Property is being developed for residential purposes, the owner of that residential parcel shall bear a proportionate share of the cost of maintenance, repair and/or operation of the private road within Blue Heron Subdivision. The proportionate share of the first residential owner of the Blake Property shall be 1/19th of the total cost of maintenance, repair and/or operation of the private road. At such time as the second residential lot within the Blake Property is being developed for residential purposes, each of the two (2) lot owners of the Blake Property shall bear a 1/20th proportionate share of the total cost of maintenance, repair and/or operation of the private road.

3. All road repair, maintenance or operational costs, including any security gate, shall be included in order to obtain a "proportionate share" figure. The maintenance and the repair of the private road shall include, but not be limited to, grading, replenishment of gravel, filling of potholes, sanding, snowplowing, repairing breakage or damage to the road surface and the like, as well as repair and maintenance of any ditches and culverts as needed to insure proper drainage of surface water. The owners of the Blake Property shall pay any assessments for the maintenance, repair and/or operation of the private road in the same manner and at the same frequency as the residential lot owners within Blue Heron Subdivision.

4. It is agreed that the private road serving the parcels described herein may be extended to be used by adjoining parcels developed by the owners thereof, and the parties agree that this Agreement may be extended to such further development provided that any new user shall pay proportionally the costs thereof according to the terms of this Agreement.

5. It is agreed and hereby declared that this Agreement shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns, and that in the event of any resale, the subsequent owner shall be bound by the terms and conditions of this Agreement, whether signed by them or not.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first-above written.

Peter D. Rayner

Linda M. Rayner

Patrick Fannin

Paul C. Fannin

John C. Blake

John C. Blake

Kristianne Blake

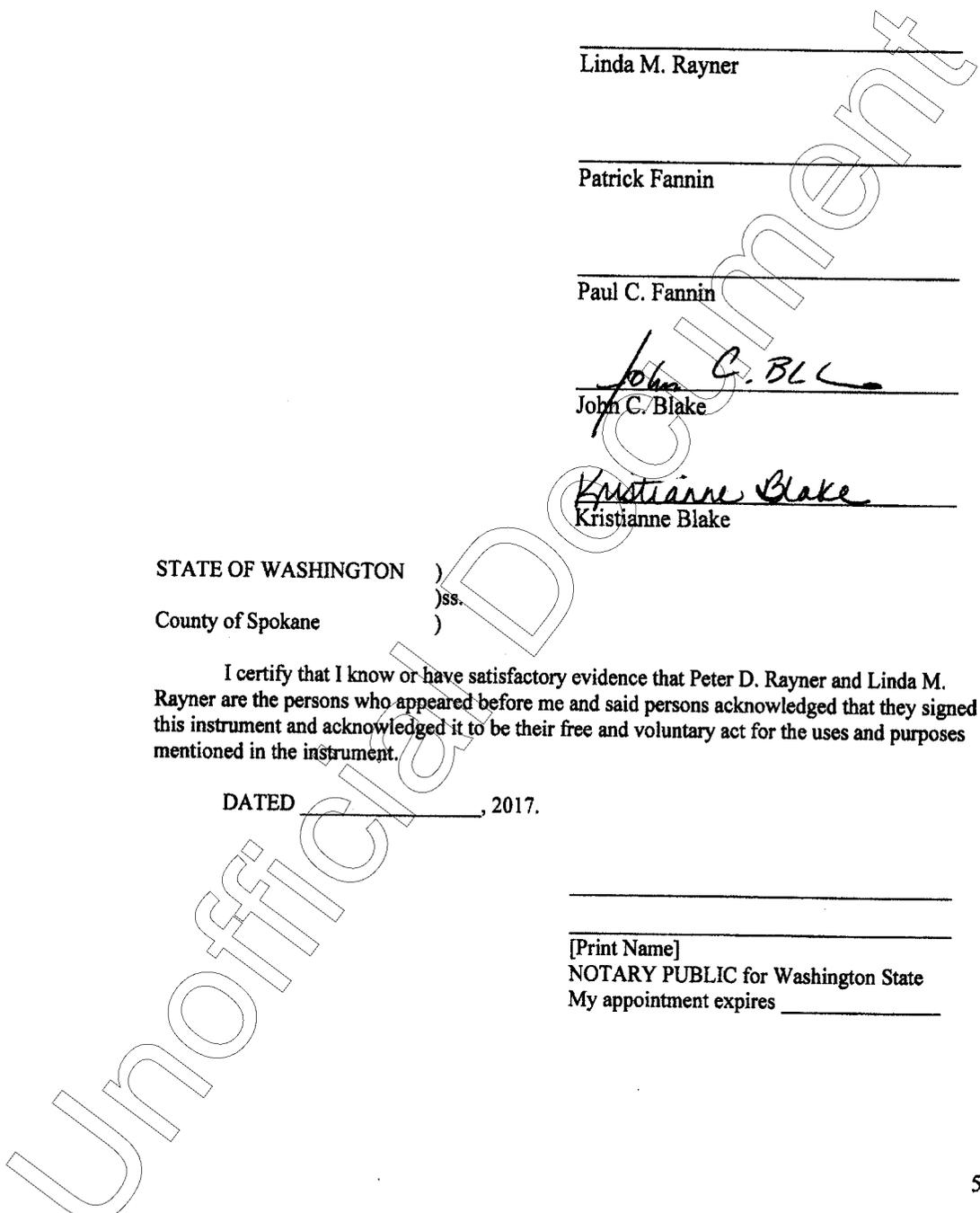
Kristianne Blake

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Peter D. Rayner and Linda M. Rayner are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED _____, 2017.

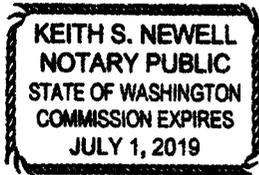
[Print Name]
NOTARY PUBLIC for Washington State
My appointment expires _____



STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Patrick Fannin is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED April 27, 2017.



Keith S. Newell
KEITH S. NEWELL
[Print Name]
NOTARY PUBLIC for Washington State
My appointment expires July 1, 2019

STATE OF WASHINGTON)
)ss.
County of ~~Spokane~~ Pierce)

I certify that I know or have satisfactory evidence that Paul C. Fannin is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED April 21, 2017.



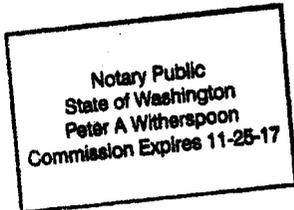
Stephanie Marcelle
Stephanie Marcelle
[Print Name]
NOTARY PUBLIC for Washington State
My appointment expires 1-29-2018

Unoffi... Document

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that John C. Blake and Kristianne Blake are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED April 10, 2017.



Peter A. Witherspoon
Peter A. Witherspoon
[Print Name]
NOTARY PUBLIC for Washington State
My appointment expires 11/25/17

Unofficial Document