



Spokane County Engineers
1026 W Broadway
Spokane WA 99260-0170
509)477-3600

PUD
DECLARATION OF COVENANT

Document Title
Reference Numbers

Legal Description PTN. OF S 1/2 OF NW 1/4 OF 33 T 26 R 105 N (SEE ATTACHED)

Parcel Number 56332.9146 SEE ATTACHED EXHIBIT A

Grantors and Grantees F & L Limited Partnership to Happy Trails, LLC

In consideration of the approval by Spokane County of Happy Trails Ranch (A Planned Unit Development)

(hereinafter referred to as the "Development"), the undersigned covenants and agrees that:

1. The subdivider/sponsor will construct the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
2. A lot is served by a private road when: a. the only road frontage for the lot in the Development is on the private road, or; b. a lot having frontage on more than one road (public or private) constructs an approach to the private road.
3. The Happy Trails Ranch Home Owners Association or their successors in interest shall maintain the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
4. The owner(s) of any lot created by the Development or alternation thereof and served by a private road shall be responsible for maintenance of said private road, including associated drainage facilities.
5. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by the Happy Trails Ranch.

Home Owners Association or their successors in interest.

6. Should the Happy Trails Ranch

Home Owners 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 Happy Trails Ranch

Home Owners Association at the time of said termination.

7. In the event such private road including associated drainage facilities is improved to Spokane County standards for public streets, and the County is willing to accept the dedication of such road and drainage facilities, each lot owner shall execute any documents necessary to accomplish such dedication.
8. Owners of lots within the Development who are served by such road, may sue and recover damages and attorneys' fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road and drainage facilities construction, financing, and maintenance.
9. **WARNING:** Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads, 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.

10. Whenever the Happy Trails Ranch Home Owners Association or their successors in interest fail to maintain the drainage facilities in conformance with the approved drainage plan, a notice will be given to the Happy Trails Ranch Home Owners Association or their successors in interest by the County. If not corrected after 10 days, the County has the right to correct the maintenance failure or have it corrected at the expense of the Happy Trails Ranch

Home Owners Association, their successors in interest, or lots in the development.

- 11. Spokane County does not accept the responsibility of maintaining the drainage course on private lots within drainage easements or floodplain areas, no the responsibility for any drainage, whatsoever, including but not limited to inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.
12. This covenant and agreement shall run with the land and shall be binding upon the owner, their heirs, successors or assigns, including the obligation to participate in the maintenance of the private road and drainage facilities as provided herein.

Fred Rogers

OWNER

Lois J. Rogers

OWNER

Dated this 9 day of 9 - 04, 20

STATE OF WASHINGTON)
:SS
County of Spokane)

On this day personally appeared before me Fred Rogers and Lois J. Rogers

known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9th day of September, 2004.

Vicky L. Flores

Notary Public in and for the State of Washington, residing at Spokane

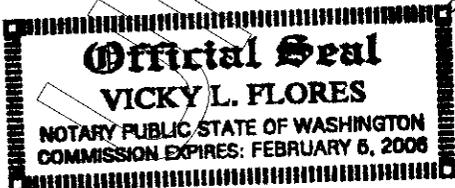




Exhibit A

Part of the South Half of the Northwest Quarter of Section 33, Township 26 North, Range 45 EWM, described as follows:

BEGINNING at the Southwest corner of the South Half of the Northwest Quarter of said Section 33; thence North along the West line thereof for a distance of 330 feet; thence East along a line parallel to the South line of said South Half of the Northwest Quarter 1320 feet; thence South along a line drawn parallel to the West line of said South Half of the Northwest Quarter for a distance of 330 feet; thence West along the South line of said South Half of the Northwest Quarter to the true point of beginning less right of way for road on the West;

EXCEPT existing right of way for Campbell Road along the West line of said property;

AND EXCEPT the West 200 feet of the South 330 feet of the Southwest Quarter of the Northwest Quarter of Section 33, Township 26 North, Range 45 EWM;

EXCEPT County Road. (parcel no. 56332.9146)

AND

The North 160 feet of the South 490 feet of the South 200 feet of the South Half of the Northwest Quarter of Section 33, Township 26 North, Range 45 EWM; **EXCEPT** road right of way. (parcel no. 56332.9147)

AND

The North 110 feet of the South 600 feet of the West 200 feet of the South Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 26 North, Range 45 EWM; **EXCEPT** road right of way. (parcel no. 56332.9148)

AND

The North 110 feet of the South 710 feet of the West 200 feet of the South Half of the Northwest Quarter of Section 33, Township 26 North, Range 45 EWM; **EXCEPT** road right of way. (parcel no. 56332.9149)

AND

The South Half of the Northwest Quarter of Section 33, Township 26 North, Range 45 EWM;

EXCEPT the West 200 feet of the South 710 feet

AND EXCEPT the South 330 feet of the Southwest Quarter of the Northwest Quarter;



AND EXCEPT road right of way. (parcel no. 56332.9150)

AND

The North Half of the Northwest Quarter; EXCEPT that portion lying Westerly of Campbell Road 578-40 now vacant; AND EXCEPT beginning at the Northwest corner of Section 33; thence Easterly along the North line of said Section a distance of 50 rods; thence South parallel to the West line of said Section a distance of 50 rods; thence Westerly parallel to the North line of said Section to a portion on the Westerly line of said Section; thence Northerly along the said West Section line to the point of beginning. (parcel no. 56332.9105)

AND

The South 330 feet of the Southwest Quarter of the Northwest Quarter; EXCEPT the West 200 feet of Section 33, Township 26 North, Range 45 EWM. (parcel no. 56331.9002)

All situate in the County of Spokane, State of Washington. Subject to easements, reservations, restrictions, covenants and conditions of record, if any.

Unofficial Document