

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



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Page: 1 of 3
01/27/2005 04:22P
Spokane Co, WA

Document Title:

PUD
DECLARATION OF COVENANT

Reference Numbers: PN-1930-03/PUDN-06-03

Abbreviated Legal Description: Part of the SW1/4 of the SE1/4 of 12-26-42, Spokane County, Washington

Parcel Number: 26124.9036

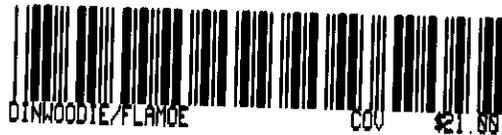
Complete Legal Description; See Exhibit "A" attached

Grantors: Joan M. Flamoe, Gary L. Dinwoodie, and Lloyd Charles Estates, Inc.

Grantees: Public

In consideration of the approval by Spokane County of ~~The Lloyd Charles Estates~~ (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 Lloyd Charles Estates Homeowners 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 Lloyd Charles Estates Homeowners Association or their successors in interest.
6. Should The Lloyd Charles Estates Homeowners 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 Lloyd Charles Estates Homeowners 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 or 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 The Lloyd Charles Estates Homeowners 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 Lloyd Charles Estates Homeowners 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 Lloyd Charles Estates Homeowners Association or 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, nor 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.

Joan M. Flamoe
Joan M. Flamoe,
dealing as her separate property

Gary L. Dinwoodie
Gary L. Dinwoodie,
dealing as his separate property

Lloyd Charles Estates, Inc., a Washington Corporation

by Gary L. Dinwoodie
Title PRESIDENT

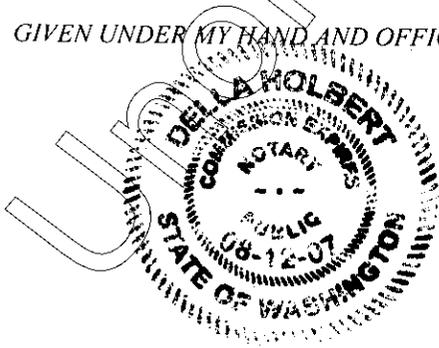
Dated this 18TH day of JANUARY, 2005

STATE OF WASHINGTON) ss
County of Spokane

On this day personally appeared before me

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 18TH day of JANUARY, 2005.



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

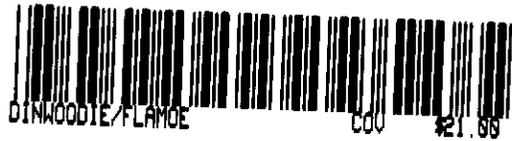


EXHIBIT A

Legal Description
of
The Lloyd Charles Estates

That portion of the Southwest Quarter of the Southeast Quarter of Section 12, Township 26 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

Beginning at the southwest corner of said Southwest Quarter of the Southeast Quarter of Section 12; thence along the south line of said Southwest Quarter of the Southeast Quarter the following two (2) courses: 1) S88°57'46"E 329.91 feet to the TRUE POINT OF BEGINNING, being the southeast corner of Lot "D" of Short Plat No. SP-815-92, according to the short plat recorded in Book 10 of Short Plats, pages 20 and 21; 2) continuing S88°57'46"E 446.43 feet; thence leaving said south line, N02°55'15"W 202.32 feet; thence S88°47'10"E 383.13 feet; thence N00°30'26"W 1092.20 feet to a point on the southerly right-of-way line of Waikiki Road, as described on the Right-of-Way Deed recorded February 14, 1923, under recording number 701249 and as shown on sheets 1 through 3 of plans entitled, "Waikiki ULID - Waikiki Road", prepared by the Office of the Spokane County Engineer, dated 07/11/2001; thence along said southerly right-of-way line the following two (2) calls: 1) S87°57'03"W 166.09 feet to the point of curve of a 220.94 foot radius curve to the right; 2) along the arc of said curve, through a central angle of 24°26'42", 94.26 feet to a point on the north line of said Southwest Quarter of the Southeast Quarter; thence N88°52'36"W, along said north line, 41.74 feet to an angle point on the right-of-way of Regina Road as described on the Right-of-Way Deed recorded August 11, 1955, under recording number 335534B, being the northeast corner of the north 30.00 feet of the west 840.00 feet of said Southwest Quarter of the Southeast Quarter; thence along said right-of-way the following two (2) courses: 1) S00°01'23"E 30.01 feet to the southeast corner of said north 30.00 feet of the west 840.00 feet of the Southwest Quarter of the Southeast Quarter; 2) N88°52'36"W 511.23 feet to the northeast corner of Lot "A" of said Short Plat No. SP-815-92; thence S00°04'02"E, along the east boundary of said Short Plat, 1269.43 feet to the TRUE POINT OF BEGINNING.

Unofficial