

AFTER RECORDING RETURN TO:

Chris Heftel
C/O River Bluff Ranch
4425 W. Lookout Mtn. Lane
Spokane, WA 99208



4621193
Page: 1 of 2
08/15/2001 12:05P
Spokane Co WA

PUD

Document Title **DECLARATION OF COVENANT**
Reference Numbers n/a

Legal Description: Portions of Section 27, SE 1/4 of Section 22 and NW 1/4 of Section 28, all in Township 27, Range 42 E, W.M., Spokane County, Washington

Parcel Numbers: 27224.9025; 27271.9015; 27271.9026; 27274.9018; 27274.9019; 27274.9020; 27274.9021; 27275.9017; 27276.9025

Grantors: Riverbluff Land Company, LLC; Pine Hills, Inc.; Christopher L. Heftel and Lori J. Heftel, husband and wife; and Patrick C. Siemion and Margaret A. H. Siemion, husband and wife, as land owners; and Naberhood 21, LLC as developer.

Grantee: River Bluff Ranch Association, a nonprofit organization formed under the Washington Nonprofit Miscellaneous and Mutual Corporation Act.

In consideration of the approval by Spokane County of River Bluff Ranch PUD, (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 River Bluff Ranch 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 River Bluff Ranch Association or their successors in interest.
6. Should the River Bluff Ranch 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 River Bluff Ranch Association at the time of said termination.
7. In the event such private road including associated drainage facilities is improved to the 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 River Bluff Ranch 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 River Bluff Ranch 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 River Bluff Ranch 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, 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.

SIGNED THIS 2nd DAY OF August 2001

Riverbluff Land Company, LLC
By: [Signature]
Chris L. Heftel, president

Pine Hills, Inc.
By: [Signature]
Chris L. Heftel, president

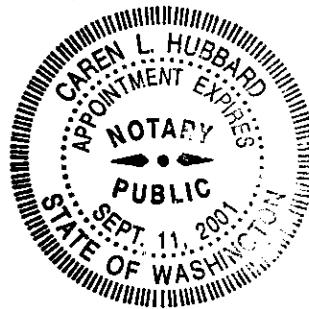
[Signature]
Chris L. Heftel

[Signature]
Lori J. Heftel

[Signature]
Patrick C. Siemion,
by Christopher L. Heftel, attorney in fact

[Signature]
Margaret A. H. Siemion,
by Christopher L. Heftel, attorney in fact

Naberhood 21, LLC
By: [Signature]
Chris L. Heftel, president



STATE OF WASHINGTON)
:ss
County of Spokane)

On this day personally appeared before me Chris L. Heftel, also known as Christopher L. Heftel, and Lori J. Heftel, known to me to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2nd day of August, 2001.

[Signature]
Notary Public in and for the State of Washington
Residing at Nine Mile Falls, WA