



AFTER RECORDING RETURN TO:

Riverbluff Land Co LLC

4425 W. Lookout Mountain Land

Spokane, Wa. 99208

26

8101090

Grantor(s): (1) River Bluff Ranch
(2) _____

Additional on pg. _____

Grantee(s): (1) The Public
(2) _____

Additional on pg. _____

Abbreviated Legal Description: ptn 22 and 27, T 27 R 42

Additional on pg. _____

Assessor's Tax Parcel ID#: 27271.9026 and 9015

Start of Legal Document

*Declaration Establishing Covenants, Conditions,
Restrictions, Reservations, and Easements of;*

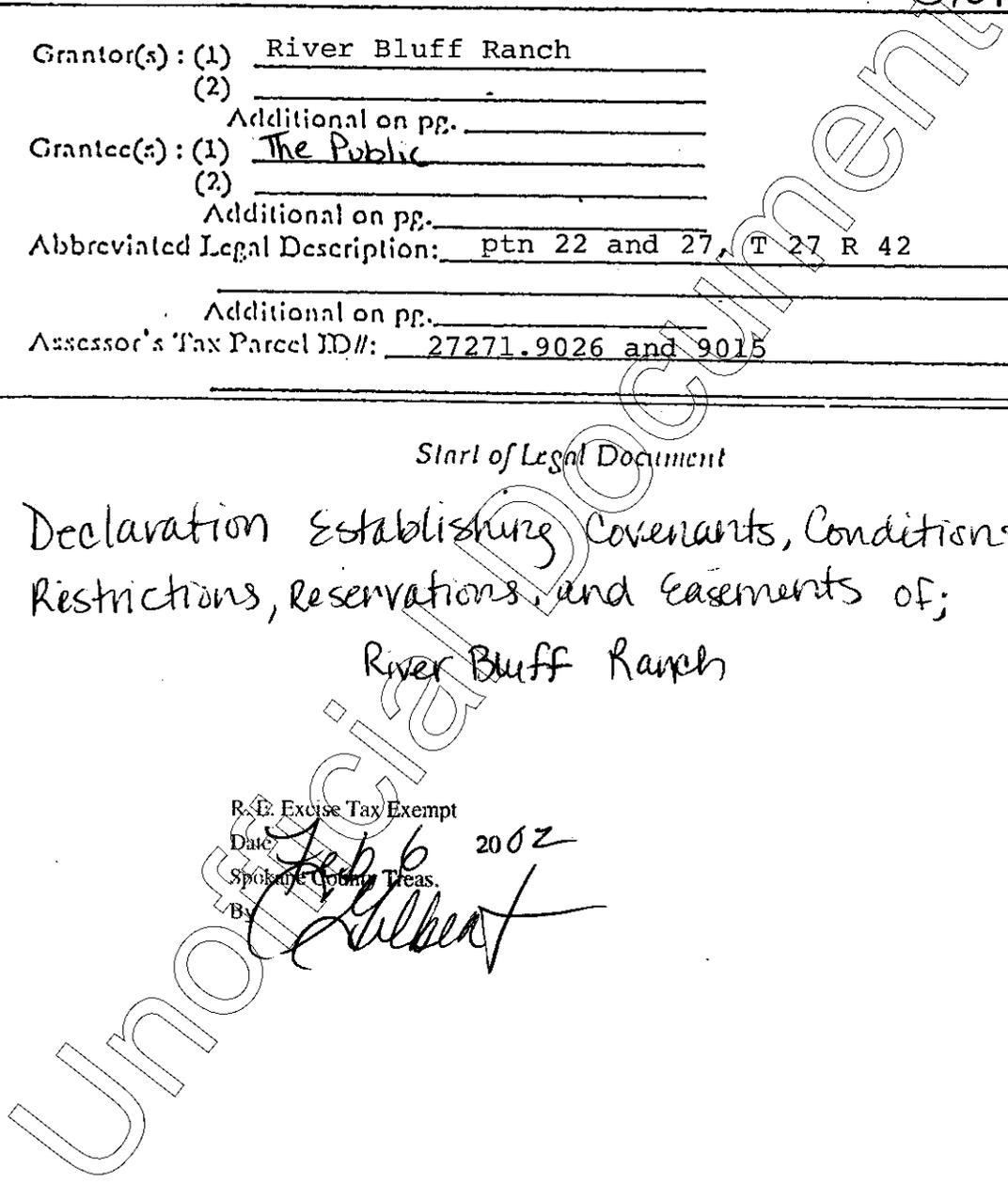
River Bluff Ranch

R.E. Excise Tax Exempt

Date: *Feb 6 2002*

Spokane County Treas.

By: *[Signature]*





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DECLARATION ESTABLISHING
COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS
OF
RIVER BLUFF RANCH

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DECLARATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIVER BLUFF RANCH

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain property in county of Spokane, State of Washington known as River Bluff Ranch Planned Unit Development, hereinafter referred to as the "PUD", and

WHEREAS, Declarant has subdivided for final platting into separate lots and streets those portions of the PUD described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property", and

WHEREAS, Declarant has constructed or will construct upon the Property certain community improvements and, upon final plat approval, the lots in Property will be sold to the general public for the construction of residential dwellings establishing a residential community, and

WHEREAS, Declarant intends by this document to impose upon the Property mutually beneficial restrictions and to create the River Bluff Ranch Association which shall have certain administrative and maintenance responsibilities and authority concerning the Property.

NOW, THEREFORE, Declarant hereby declares that the final plat portions of 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 promoting the welfare of the owners and residents of the Property. All of the limitations, covenants, conditions, restrictions, and easements contained herein shall constitute covenants which 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.



- 1.10 "Concierge Room" shall mean a room within a Dwelling easily accessible from a paved drive designed for service pick-ups and deliveries in conformance with the Architecture Standards set forth in Exhibit "B".
- 1.11 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.
- 1.12 "Declaration of Annexation" shall mean a recorded instrument by the terms of which a particular parcel of property may be subjected to the terms of this Declaration, thereby becoming annexed to the Property and a part of the Project, all according to Article 2.4 below.
- 1.13 "Declarant" shall mean 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, and their respective successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing Lots in the Project.
- 1.14 "Developer" shall mean Naberhood 21, LLC, dba River Bluff Ranch, its successors-in-interest and assigns with respect to the Project.
- 1.15 "Dwelling" shall mean any residential structure constructed or to be constructed upon any individually owned Lot in the Project.
- 1.16 "Fire Suppression Water Reservoir System" shall mean those water storage facilities authorized or required by the Spokane County Fire District, and over which the Association has control and maintenance responsibility.
- 1.17 "Lot" shall mean any particular and separately designated parcel of land (1) upon which a Dwelling legally may be constructed and (2) which is subject to this Declaration as a result of contract, the subdivision of the Property according to a recorded Final Plat or a Declaration of Annexation. The term "Lot" shall not, however, include Commonly Owned Property, land reserved for future development or dedicated streets.
- 1.18 "Member" shall mean a person entitled to membership in the Association as provided herein.
- 1.19 "Outbuilding" shall mean any structure on a Lot that is not a residential dwelling.
- 1.20 "Owner" or "Owners" shall mean the person or persons entitle to possession of a Lot by virtue of deed, contract or operation of law, but not by virtue of lease or rental agreement.
- 1.21 "Phase" shall mean a particular real property that becomes a part of the Property and thus subject to this Declaration. Future Phases shall be annexed to the Property and become a part of the Project pursuant to the recordation of an appropriate "Declaration of Annexation".



1.22 "Plat Conditions" shall mean those conditions imposed by the Spokane County Hearing Examiner, Findings of Fact, Conclusion of Law, and Decision, PN-1866-99.

1.23 "Project" shall mean generally the residential community known as River Bluff Ranch, including the Property and those residential dwellings and all other improvements and systems located or to be located thereon, and any additional properties annexed to the Property pursuant to Section 2.4 below, along with any other non-annexed properties in which the Association may acquire a property interest by contract, leasehold, easement or license.

1.24 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision Plat, and the Bylaws of the Association, the rules and regulations for the members as established from time to time, and easements, licenses and leases on any other property affecting the Project.

1.25 "Property" shall mean specifically the real property described in Exhibit "A", and any additional real property made subject to the terms of this Declaration pursuant to a recorded Declaration of Annexation.

1.27 "Ranch Lot" shall mean those Lots designated as such by the Board and on which animal husbandry and other agricultural activities are allowed.

1.28 "Residential Lot" shall mean Lots not designated as Ranch Lots.

1.29 Roads - see 2.3 "Roads and Paths: Lanes, Drives, Service Roads, Paths and Public Roadways".

1.30 "Sewage Disposal System" shall mean those septic tanks and other sewage treatment facilities and drain fields and other wastewater disposal facilities over which the Association has control and maintenance responsibility.

1.31 "Stormwater Management System" shall mean those stormwater management facilities designated as such in any final plat recorded with and approved by Spokane County, and over which the Association has control and maintenance responsibility.

1.32 "Utility" shall mean sanitary sewer, water, electric, gas, television receiving, data transmission, telephone or other similar utilities.



ARTICLE 2

DIVISION OF PROPERTY AND CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

2.1 Division of Property. The Property is hereby divided as follows:

2.1.1 Lots and Dwellings - Each of the Lots as separately shown, numbered and designated on a Final Plat of the Project, shall be conveyed to and owned by an individual purchaser or purchasers, subject to the requirements and restrictions set forth in this Declaration. Each owner shall have the right and obligation to construct a Dwelling on his Lot, subject to the restrictions set forth in the Declaration and the Bylaws. Different categories of Lots may be designated in the Bylaws, with different restrictions applying to different categories of Lots.

2.1.2 Membership Appurtenant to Lot - The Owner of each Lot, by virtue of such ownership, shall automatically become a Member in the Association, and the membership so created cannot be separated from the Lot to which it is appurtenant.

2.1.3 Commonly Owned Property - Commonly Owned Property shall be owned by the Association. Upon final platting of any portion of the Commonly Owned Property, title to that portion shall be deeded to the Association. All Commonly Owned Property is considered Commonly Maintained Property.

2.1.4 Reservation of Easements - Declarant hereby reserves to itself and the Association easements for roads, ingress, egress and utilities over, across, under and above those right of ways designated and identified on the recorded final plat map of the Property. Declarant also reserves those easements described in Article 6.2 herein. Declarant hereby further reserves the right to grant additional easements for ingress, egress, utilities, waste water disposal and stormwater management as may be needed for current or future Phases of the project over, across, under and above any of the properties designated to be Commonly Owned Property. Declarant or the Association may further assign and grant non-exclusive access upon these easements to other parties in order to carry out the purposes for which these easements are reserved.

2.2 Member Responsibility - As a Member of the Association, each Property Owner shall be responsible for an equal share of the Common Expenses, including those associated with the Commonly Maintained Property, as provided for in Article 4.

2.3 Roads and Paths - the Project is served by the following types of Roads and Paths:

Lanes- Lanes are private roads associated with the Project. Lanes serving as primary access to Lots shall be dedicated and final platted as such and shall be maintained by the



Association as part of the Commonly Maintained Property. The Board may set out rules regarding the use of Lanes.

Private Drives - Private Drives provide access within a Lot for the use of the Owner of that Lot. Private Drives shall be maintained and repaired by the Owner of the lot within which the private drive exists. Private Drives are not considered Commonly Maintained Property.

Shared Drives - Shared Drives are those portions of private drives shared by two or more Lots. Shared Drives that are to be repaired and maintained by the Association as part of the Commonly Maintained Property shall be designated as such. The Board may set out rules regarding the use of Shared Drives.

Service Roads - Service Roads may be created for specific purposes, such as emergency access, maintenance access and/or recreation access, as required by Spokane County or as deemed desirable by Declarant or the Association. Service Roads shall be considered Commonly Maintained Property. Portions of certain Service Roads may be located outside the Property as long as the Association has appropriate rights of way by easement or license. The Board may set out rules regarding the use of Service Roads.

Paths - Paths will be created for specific purposes, such as recreational access by foot, horse, non-motorized bike, and/or motorized cart; emergency access and maintenance access. When needed, rights of way along Paths may be created by easement or license as appropriate. Paths shall be considered Commonly Maintained Property. The Board may set out rules regarding the use of Paths.

Public Roadways - Public Roadways are dedicated to and maintained by Spokane County. The Public Roadway adjacent to the initial Phases of the Project is Hazard Road.

2.4 Annexation of Additional Parcels - Additional parcels may be annexed to the Property and become subject to this Declaration by either of the following two methods:

2.4.1 Annexation Pursuant to Plan - Any real property contiguous or proximate to the Project may be annexed to and become subjected to this Declaration without the assent of the Association of its Members, on condition that:

2.4.1.1 Any annexation pursuant to this Subparagraph shall be made prior to twenty (20) years from the date of recordation of this Declaration or of the Declaration of Annexation for any phase of the project.

2.4.1.2 A Declaration of Annexation shall be recorded by Declarant (and by the Owner of the annexed parcel, if other than Declarant) covering the applicable portion of the



property to be annexed. Said Declaration shall incorporate this Declaration by reference and may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration.

- 2.4.2 Annexation Pursuant to Approval - Upon written consent of Declarant (while Declarant is an Owner) and the vote of a majority of the total votes residing in Members of the Association, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may record a Declaration of Annexation in the manner described in the preceding Subparagraph.
- 2.4.3 Satisfaction of County Requirement - Whenever Spokane County requires the acknowledgment of each Owner to effectuate the recording of an annexation, pursuant to either Paragraph 2.4.1 or 2.4.2, the Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to have agreed to such annexation. In the event that it becomes necessary to have a document executed to that effect, each Owner hereby appoints the Association its attorney in fact to execute and deliver said document.
- 2.4.4 Effect of Annexation - Upon annexation of a new phase, pursuant to either Paragraph 2.4.1 or 2.4.2, the recorded Declaration of Annexation shall be incorporated herein by reference and the annexed parcel shall become subject to this Declaration without the necessity of amending individual sections hereof. The Owners of the Lots in a new phase will automatically become members of the Association, and shall be entitled to all applicable benefits and subject to all applicable responsibilities associated with the membership.

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ARTICLE 3

ASSOCIATION, ADMINISTRATION, MEMBERSHIP
AND VOTING RIGHTS

3.1 Association to Manage Project - The Owners of all the Lots covenant and agree that the administration of the Project 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 the Project. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration and the maintenance of Commonly Maintained Property.

3.2 Membership - The Owner of a Lot shall automatically, upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as ownership ceases for any reason, at which time membership in the Association 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 membership to the purchaser of that 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 shall be null and void.

3.4 Classes of Membership - The Association shall have three (3) classes of membership established according to the following provisions:

3.4.1 Owner Membership - Owner Membership shall be that held by each Owner of a Lot other than Declarant, and each Owner Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association, but there shall be not more than one vote for each Lot. In the event that there is more than one Owner of a Lot, and those Owners cannot agree on how to cast their vote, then the Association may accept the vote of the person named first on the deed or other ownership document giving rise to the right of possession, or alternatively, at its sole discretion, ignore that vote in its tally as though that Lot did not exist.

3.4.2 Declarant Membership - Declarant Membership shall be that held by Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each Lot owned by Declarant. Declarant Membership shall be converted to Owner Membership, with resulting reduction of voting power from three to one vote per Lot owned, when annexation pursuant to 2.4.1.1 has ceased and the total outstanding votes held by Owner Members exceeds the total outstanding votes held by the Declarant Members.



- 3.4.3 Non-Owner Membership - Provision for Non-Owner Membership may be included in the Bylaws to accommodate use of the Project's recreation areas and facilities by persons without Lot ownership. Non-Owner Members shall not be entitled to the voting rights provided for in this Article. The rights and responsibilities of Non-Owner Members shall be declared in the Bylaws. Provision for Non-Owner Members shall conform to any applicable rules and ordinances of Spokane County.
- 3.5 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.
- 3.6 Board of Directors - The affairs of the Association shall be managed by a Board of Directors. Said Board shall have the power to act on behalf of the Association in all matters not specifically requiring approval of the Association Membership. Board Directors shall be elected in accordance with provisions set forth in the Bylaws.
- 3.7 Bylaws - The Board shall establish Bylaws to regulate the affairs of the Association and its Members.
- 3.8 Architectural Control Committee - The architectural and landscaping controls set forth in Exhibit B shall be administered by an Architecture Committee. This Committee shall function independent of the Board. Any appeals of decisions made by the Architecture Committee shall be reviewed by the Board.
- 3.9 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or any of the Declarants, or the manager if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager if any, or any other representative or employee of the Association, any of the Declarants, or the Architecture Committee, or any other committee, or any officer of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct, and provided that such person has so acted, the Association shall indemnify and hold harmless said person from any damage, loss or prejudice aforesaid.



ARTICLE 4

MAINTENANCE AND ASSESSMENTS

- 4.1 Creation of the Lien and Personal Obligation of Assessments - The Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association for Common Expenses: (1) regular 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. The regular and special assessments, together with interest, costs, and actual attorney's 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 attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot as the time when the assessment fell due. No Owner of a Lot may be exempted from liability for the contribution toward the Common Expenses by waiver of the use or enjoyment of any part of the Project or by the abandonment of the Lot.
- 4.2 Purpose of Assessments - The assessments levied by the Association shall be used to pay for Common Expenses to promote the health, safety and welfare of all the Members of the Association and to preserve or enhance the value of the Lots and Commonly Maintained Property, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs and replacement of those areas and facilities owned or 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 property taxes, 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 of Commonly Maintained Property.
- 4.3 Regular Assessments - The Board shall establish in the Bylaws regular assessments to be paid by Owners and Members. The Board may set different regular assessments for different purposes and for different categories of Members or Lots. The Board shall establish in the Bylaws rules for the allocation of assessments among the Lots according to purpose and category.
- 4.4 Special Assessments - In addition to the regular assessments authorized above, the Board may levy, in any fiscal year beginning or after January 1, 2003, a special assessment for Common Expenses 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:



- a. costs to repair damage to Commonly Maintained Property caused by the Owner, the Owner's family, or the Owner's guests; and
- b. costs incurred in bringing the Owner and/or Lot into compliance with the provisions of this Declaration and the Bylaws including attorney's fees and costs.

4.5 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 assessments shall continue to be the personal obligation of the owner of the Lot at the time the assessment came due. Any such unpaid assessments determined by the Board to be uncollectible shall be deemed to be Common Expenses collectible from all of the Lots including Lots sold or transferred pursuant to a mortgage foreclosure. 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 up to the time of the grant or conveyance.

4.6 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 ten (10) days after the due date, the Board may establish rules for late charges. 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 or trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorneys 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 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 attorney's 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 and such other procedures as may be established in the Bylaws.



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, through its Board of Directors, shall:
- 5.1.1 Establish rules to promote the health, safety and welfare of all the Members of the Association and to preserve or enhance the value of the Lots and Commonly Maintained Property.
 - 5.1.2 Maintain, repair, replace and manage all Commonly Maintained Property.
 - 5.1.3 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.
 - 5.1.4 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.
 - 5.1.5 Have the authority to delegate duties from the Board to committees for specific purposes and to employ a manager or other persons and to contract with independent contractors, management company, 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 the Project.
 - 5.1.6 Adopt reasonable rules, not inconsistent with this Declaration or the Bylaws, relating to the use of particular areas within the Project, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.
 - 5.1.7 Whenever there are third parties who own a beneficial interest in all or a portion of a Commonly Maintained Property that did not arise in conjunction with an ownership right in a Lot, the Association shall take any legal measures the Board considers appropriate to ensure that said third parties contribute their fair share of any relevant costs, thus minimizing the Common Expenses.
- 5.2 Association 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 the right, upon prior notice during reasonable hours, or in an emergency, to enter any Lot.



ARTICLE 6

UTILITIES

6.1 Owners' Rights and Duties - The rights and duties of the Owners of Lots within the Project with respect to utilities shall be as follows:

6.1.1 Whenever utility lines or connections are located or installed within the Project, which connections, or any portion thereof, is in or upon Lots owned by other than the Owner of a Lot served by said lines or connections, the Association and its assigns shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have the utility companies enter upon the Lots in or upon which said lines or connections, or any portion thereof lie, to repair, replace and generally maintain said lines or connections as and when necessary.

6.1.2 Whenever utility lines or connections are located or installed within the Project, 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 that Lot, subject to the terms and conditions of such service.

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 by 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 drainage and utilities, 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 non-exclusively 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. Without limiting the foregoing, the Declarant hereby reserves an easement for drainage and underground utilities over, under, across and along a strip of land ten feet wide along the sides of each Lane, Shared Drive and Service Road and a strip of land ten feet wide along the sides, back and front of each 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, utilities to be installed within the Project shall be placed underground except when impractical to do so, as determined by the Association, and all utilities to be installed underground shall be buried in accordance with good standard practices presently in use for the burying of such utilities and as approved by the Board.



ARTICLE 7

USE RESTRICTIONS

7.1 General.

- 7.1.1 Lots to be Kept in Good Repair: Creation of Lien - Each Lot and all improvements thereon shall be kept in good order and repair by its Owner, and subject to further rules that may be established by the Board. The Board shall have the right to establish procedures enabling the Board, through its agents and employees, after reasonable notice, to enter any Lot in which this covenant has been violated, to make repairs, assess Owners and impose liens.
- 7.1.2 Governmental Regulation: Strictest Standards Control - Restrictions herein or in the Bylaws shall not be construed to permit any action or thing otherwise prohibited by Plat Conditions, Spokane County Zoning Ordinances, Critical Area Ordinances, any other governmental regulations, 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, covenants or restrictions shall be taken to govern and control. Any action or use by an Owner in violation of a governmental regulation may be deemed by the Board to be a violation of the covenants herein.
- 7.1.3 Restriction Against Subdividing - No Lot shall be further split, divided, or subdivided for sale, resale, or gift for the purpose of creating another building site, except by operation of law or by Declarant.
- 7.1.4 Quiet Enjoyment, Nuisance, Pollution, Safety. No noxious or offensive activity shall be carried on upon any Lot or within the Project, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, cause pollution, cause harm to wildlife, damage Commonly Maintained Property or endanger others. The Board shall establish such rules as it deems desirable and necessary to accomplish these ends.
- 7.1.5 Maintenance – Each Lot shall be well maintained, including, but not limited to: the seeding, watering and mowing of lawns, the pruning and cutting of all trees and shrubbery, the proper maintenance of water systems, and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the Project. Garbage and similar solid waste shall be kept in sanitary containers well suited for the purpose. The Owner of occupant of any Lot shall be responsible for the cost of any garbage or solid waste removal from the Lot. Litter during construction on a Lot should be disposed of promptly.



7.2 Animals

- 7.2.1 No animal, livestock or poultry of any kind may be raised, bred or kept on any Residential Lot. However, dogs, cats, birds, or other pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose.
- 7.2.2 Any animals permitted on any Lot shall be properly sheltered and cared for. The Board retains the right to limit the number or type of non-restricted animals, should it become apparent the number or type of animals has become an annoyance or nuisance. The preferred animals on Ranch Lots are horses. Swine are specifically prohibited on all Lots and Bovine are prohibited on any Lot less than eleven acres in size.
- 7.2.3 Any animals permitted on any Lot shall not be allowed outside the Lot except under close or appropriate supervision.

7.3 Vehicles and Equipment

- 7.3.1.1 Recreational Vehicles and Equipment. No recreational vehicles and equipment, including campers, toppers, motor homes, camp trailers, boats, motorcycles, snowmobiles and the like are to be used by Members in the Project either, on the Commonly maintained Property or any Residential Lot, except for golf carts, small ATV's and other similar vehicles used for transportation within the project and which:
- Operate below reasonable noise decibel levels;
 - Are not unreasonably large or powerful in relation to their allowed use;
 - Are equipped with tires that are adequately designed to not damage or erode the surfaces upon which they are driven;
 - Are operated safely and within speed limits established by the Board;
- 7.3.2 Storage and Repair. No equipment, tanks or vehicles, including campers, motor homes, business, boats, trucks and trailers of any description, may be kept, parked, stored, dismantled or repaired outdoors on any Lot on any road within the Project, except in an Approved Buffered Storage Area. No vehicle which is in an extreme state of disrepair shall be abandoned or parked on any Lot or on any road within the Project for a period in excess of 48 hours, except in an Approved Buffered Storage Area. A vehicle shall be conclusively presumed to be in a state of extreme disrepair, when in the opinion of the Board, its presence offends the reasonable sensibilities of the occupants of the Project.



ARTICLE 8

ARCHITECTURE, LANDSCAPE AND TECHNOLOGY CONTROLS

- 8.1 Architecture and Landscape Standards. The Architecture and Landscape Standards are set out in Exhibit "B" and incorporated herein by reference. The Architecture Committee shall administer said standards, pursuant to procedures established in the By-Laws.
- 8.2 Approval. No structure shall be erected, placed or altered on any Lot, no grading or excavation and no tree removal (except for emergency situations constituting a hazard to persons or property) or landscape construction shall take place on any Lot until appropriate plans have been submitted to the Architecture Committee for approval based on rules established in the Bylaws. Whenever a decision is required by the Architecture Committee, or by the Board in the case of an appeal, the Owner may consider to have received approval if a decision is not given within 30 days or such shorter time as provided for in the Bylaws.
- 8.3 Explanation of disapproval, effort to find alternatives. In any case where the Architecture Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architecture Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable alternative proposal can be prepared and submitted for approval.
- 8.4 Appeals. An Owner may appeal and decision of the Architecture Committee to the Board, whose decision shall be binding, pursuant to procedures established in the Bylaws.
- 8.5 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 Architecture Committee pursuant to the provisions of this Article 8, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 8 and without approval required herein, and upon written notice from the Board, any such structure so altered, erected, placed or maintained upon any Lot in violation thereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation. If fifteen (15) days after the notice of such a violation, or such longer time the Architecture Committee determines to be reasonable, the Owner of the Lot upon which said violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. This lien shall not be valid as against a bona fide purchaser of the Lot, for value without notice, unless a suit to enforce



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said lien shall have been filed in a court of record in Spokane County prior to the deed conveying the Lot in question to such purchaser.

- 8.6 Non-liability of Architecture Committee Members and Board Directors. Neither the members of the Architecture Committee nor Board Directors, nor authorized representatives or agents shall be liable personally to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of their duties hereunder.
- 8.7 Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architecture Committee, the Architecture Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owners. Any certificate of compliance issued in accordance with the provisions herein shall be prima facie evidence of the facts therein stated, and as to any title insurer, such certificate shall be conclusive evidence that all structures on the Lot, and the use or used described therein comply with all the requirements of this Declaration as to which the Board or Architecture Committee exercises any discretionary or interpretive powers.
- 8.8 Government Compliance. Owners shall not undertake any construction activity on a Lot without obtaining all required government permits.
- 8.9 Construction Completion Requirements. Any Dwelling or other structure erected or placed on any Lot shall be completed as to external appearances, including finished painting and front yard landscaping pursuant to approved plans and specifications, all within fifteen (15) months from the date of commencement of construction.
- 8.10 Technology Control - The Board shall have the power to establish, through a contracted consultant or otherwise, specifications, review procedures and certification process for the structured wiring of dwellings to ensure compatibility with the Project's neighborhood area computer network.



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ARTICLE 9
GENERAL PROVISIONS

- 9.1 Enforcement, Non-Waiver. The Association, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person violating or attempting to violate the same, either to restrain violation or to recover damages. 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.
- 9.2 Violations. In any matters not covered by Article 8.6 herein, if any Owner or Member fails to perform the duties or violates the regulations imposed herein or in the Bylaws, or permits a violation thereby by his or her family, invitees or licensees, and, upon notice by the Board, fails to cure such violation within such period of time as the Board may reasonably impose, the Board may correct the offending condition and assess the cost of such correction against such Owner, and, if necessary, lien the appropriate Lot(s) for the amount thereof. Each sum assessment, together with interest, costs and penalties and actual attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.
- 9.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions that shall remain in full force and effect.
- 9.4 Amendment of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated. This Declaration may be amended, terminated or waived by an instrument signed by Owners, including Declarant, holding at least sixty-seven percent (67%) of the combined voting power of the Owner Member and Declarant Member classes. No such amendment, termination, or waiver shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington.
- 9.5 Home Owners Insurance. All buildings must be covered by adequate insurance to fully rebuild in case of fire or other disaster and the Owner must agree immediately to rebuild, repair or remove to avoid an unpleasant and unsightly situation for the other Owners.
- 9.6 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, agrees for themselves, their heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference into any deed or other conveyance of all or any portion of his interest in any real property subject hereto.
- 9.7 Calendar Year. The year for record keeping and other business and related transactions of the Association shall be a calendar year.



9.8 Limitation of Restrictions on Declarant, Covenant Not to Oppose. Declarant, including Developer, is performing certain work in connection with the Project, including subdivision of the Property and construction of community improvement thereon. Declarant is also involved in other properties adjoining and in the vicinity of the Project, including future phases of the Project. Some of these properties are being developed separately from River Bluff Ranch, including without limitation Country Hills and River Bluff Estates. Some of the properties may be developed pursuant to subdivision, clustering, resort, recreation, resource use, equestrian or other ordinances now or hereafter adopted by Spokane County. These properties, including the Project, are interdependent for certain anticipated wildlife corridors, drainage ways, trail access, public park access, fire apparatus roads and other amenities. The integration of master planning by Declarant for properties in and around the Project, along with completion of the work related thereto, and sale of Lots is essential to the establishment and welfare of the Project. In order for this master planning to be performed as cohesively and efficiently as possible, Owners hereby covenant to not oppose applications submitted by Declarant for land use approvals and/or permits for properties within or near the Project. Owners furthermore hereby covenant not to appeal land-use approvals and/or permits issued to Declarant by any governmental agency. These covenants shall run with the land and may be printed on deeds. Furthermore, in order that work may be completed and said Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- 9.8.1 Prevent Declarant, or its contractors, from doing in the Project or any Lot, whatever is reasonably necessary or advisable for the completion of the work; or
- 9.8.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community and disposing of the same in parcels by sale lease or otherwise; or
- 9.8.3 Prevent Declarant from maintaining such sign or signs in the Project as may be necessary for the sale, lease or disposition thereof.

SIGNED THIS 5th DAY OF February 2002 BY DECLARANT:

Riverbluff Land Company, LLC

Pine Hills, Inc.

Nabershood 21, LLC

By: [Signature]
Chris L. Heftel, president

By: [Signature]
Chris L. Heftel, president

By: [Signature]
Chris L. Heftel, president

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

[Signature]
Chris L. Heftel

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

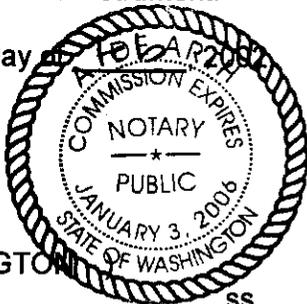
Lori J. Heftel by [Signature] atty in fact
Lori J. Heftel
Christopher L. Heftel atty in fact



STATE OF WASHINGTON)
County of Spokane) : ss.

I certify that I know or have satisfactory evidence that Chris L. Heftel signed this instrument and on oath stated that he was authorized, on behalf of himself, and as president of Riverbluff Land Company, LLC, as president of Pine Hills, Inc. and as president of Naberhood 21, LLC, to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 5th day of Feb, 2002



Chris L. Heftel
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My appointment expires 1/3/06

STATE OF WASHINGTON)
County of _____) : ss.

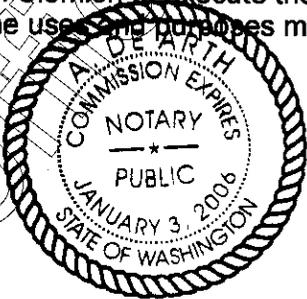
I certify that I know or have satisfactory evidence that Lori J. Heftel signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument.
Dated this _____ day of _____, 2002

see attached
NOTARY PUBLIC in and for the State of Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
County of Spokane) : ss.

I certify that I know or have satisfactory evidence that Christopher L. Heftel signed this instrument and on oath stated that he was authorized as Attorney in Fact for Patrick C. Siemion and Margaret A. H. Siemion to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 5th day of Feb, 2002



Chris L. Heftel
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My appointment expires 1/3/2006

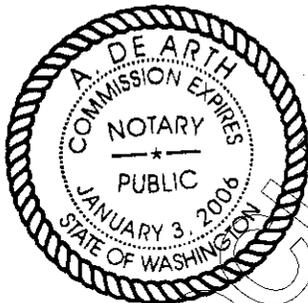


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STATE OF WASHINGTON
COUNTY OF Spokane

I certify that I know or have satisfactory evidence that Chris L. Heffel
is the person who appeared before me, and said person
acknowledged that he signed this instrument, on oath stated that
he was authorized to execute the instrument and acknowledged it
as attorney in fact
of Lori J. Heffel
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2/5/02



[Signature]

Notary Public

My appointment expires

1/3/06

11068

A-7 Representative Capacity

Unofficial Document



LEGAL DESCRIPTION

EXHIBIT A to River Bluff Ranch PUD Declaration

Those portions of Section 22 and 27, Township 27 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

Commencing at the northeast corner of said Section 27; thence along east line of said Section 27 the following three courses; 1) S00°31'43"E, 640.51 feet to the TRUE POINT OF BEGINNING, being a point on the southwesterly right-of-way line of Hazard Road as shown on the Record of Survey filed in Book 74, Pages 26, 27 and 28; 2) continuing S00°31'43"E 1,997.91 feet to the southeast corner of the NE1/4 of said Section 27; 3) continuing S00°31'43"E 1,016.64 feet; thence leaving said east line, N89°31'09"W 195.03 feet; thence S00°31'43"E 328.90 feet; thence S09°23'06"W 203.30 feet to a point on a 400.00 foot radius non-tangent curve to the right, the center of circle of which bears N27°44'42"E; thence along the arc of said curve through a central angle of 48°51'59", 341.15 feet; thence S83°04'44"W 517.29 feet; thence S09°54'54"W 835.68 feet; thence S62°40'34"W 411.37 feet; thence S87°45'14"W 1,237.97 feet; thence S00°18'53"W 180.27 feet; thence N88°51'26"W 1,400.49 feet; thence N09°42'03"W 1,233.37 feet; thence S65°52'39"E 505.10 feet; thence N00°45'18"W 103.07 feet; thence N76°01'16"E 444.84 feet; thence N24°40'36"W 165.33 feet; thence N52°06'27"E 478.48 feet; thence N00°00'00"E 907.82 feet; thence S86°31'30"E 413.26 feet; thence S10°32'57"W 493.75 feet; thence S29°21'25"E 703.48 feet; thence S88°46'30"E 285.16 feet; thence N24°48'03"E 656.98 feet to a point on a 129.96 foot radius non-tangent curve to the right, the center of circle of which bears S28°35'59"E; thence along the arc of said curve through a central angle of 36°49'15", 83.52 feet; thence N04°41'54"W 129.44 feet to the point of curve of a 135.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 21°54'30", 51.62 feet to the point of tangent; thence N17°12'36"E 84.65 feet to the point of curve of a 215.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 44°38'11", 167.50 feet to the point of tangent; thence N27°25'34"W 82.87 feet to the point of curve of a 85.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 31°02'48", 46.06 feet to the point of tangent; thence N03°37'14"E 195.04 feet; thence N11°19'21"W 308.11 feet; thence N06°27'57"E 283.12 feet; thence N03°20'55"E 85.24 feet; thence N09°31'50"E 158.76 feet to a point on a 160.00 foot radius non-tangent curve to the right, the center of circle of which bears N19°59'35"W; thence along the arc of said curve through a central angle of 99°34'00", 278.04 feet to the point of tangent; thence N10°25'35"W 57.26 feet; thence N00°53'13"E 50.99 feet; thence N30°28'53"E 50.00 feet; thence N42°01'09"E 32.49 feet to the point of curve of a 390.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 10°22'08", 70.58 feet; thence S67°56'08"E 140.57 feet; thence N22°19'28"E 979.45 feet to a point on a 303.92 foot radius non-tangent curve to the right, the center of circle of which bears S78°25'35"W; thence along the arc of said curve through a central angle of 05°57'35", 31.61 feet to the point of tangent; thence S05°36'50"E 145.54 feet to the point of curve of a 198.37 foot radius curve to the left; thence along the arc of said curve through a central angle of 18°00'30", 62.35 feet to the point of compound curve of a 101.04 foot radius curve to the left, the center of circle of which bears N66°22'40"E; thence along the arc of said curve through a central angle of 79°43'47", 140.60 feet to the point of tangent; thence N76°38'53"E 257.66 feet; thence S48°54'06"E 472.03 feet to a point on a 100.00 foot radius non-tangent curve to the right, the center of circle of which bears S71°12'45"E; thence along the arc of said curve through a central angle of 88°30'40", 154.48 feet to the point of compound curve of a 850.00 foot radius curve to the right, the center of circle of which bears S17°17'55"W; thence along the arc of said curve through



a central angle of $07^{\circ}46'50''$, 115.43 feet to the point of reverse curve of a 370.00 foot radius curve to the left, the center of circle of which bears $N25^{\circ}04'45''E$; thence along the arc of said curve through a central angle of $28^{\circ}17'08''$, 182.66 feet to the point of compound curve of a 104.56 foot radius curve to the left, the center of circle of which bears $N03^{\circ}12'23''W$; thence along the arc of said curve through a central angle of $124^{\circ}39'28''$, 227.49 feet to the point of tangent; thence $N37^{\circ}51'51''W$ 187.32 feet to the point of curve of a 100.00 foot radius curve to the right; thence along the arc of said curve through a central angle of $60^{\circ}19'56''$, 105.30 feet to the point of tangent; thence $N22^{\circ}28'04''E$ 47.80 feet; thence $S59^{\circ}41'44''E$ 330.01 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH those portions of the SE1/4 of Section 22, of the N1/2 of Section 27, and of the NE1/4 of Section 28, all in Township 27 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

Beginning at the northeast corner of said Section 27; thence $S00^{\circ}31'43''E$, along the east line of said NE1/4, 640.51 feet to a point on the southwesterly right-of-way line of Hazard Road as shown on the Record of Survey recorded in Book 74, Pages 26, 27 & 28; thence along said southwesterly right-of-way line the following nine (9) calls: 1) $N59^{\circ}41'44''W$ 330.01 feet; 2) continuing $N59^{\circ}41'44''W$ 103.74 feet to the point of curve of a 630.00 foot radius curve to the right; 3) along the arc of said curve through a central angle of $12^{\circ}07'28''$, 133.32 feet to the point of tangent; 4) $N47^{\circ}34'16''W$ 396.83 feet to the point of curve of a 570.00 foot radius curve to the left; 5) along the arc of said curve through a central angle of $13^{\circ}37'06''$, 135.48 feet to the northerly most corner of Parcel "A", as shown on said Record of Survey; 6) continuing along the arc of said curve, the center of circle of which bears $S28^{\circ}48'38''W$, through a central angle of $0^{\circ}15'53''$, 2.63 feet to the point of tangent; 7) $N61^{\circ}27'15''W$ 137.60 feet to the point of curve of a 305.00 foot radius curve to the right; 8) along the arc of said curve through a central angle of $28^{\circ}40'38''$, 152.66 feet to the point of reverse curve of a 1470.00 foot radius curve to the left, the center of circle of which bears $S57^{\circ}13'23''W$; 9) along the arc of said curve through a central angle of $6^{\circ}36'06''$, 169.37 feet to the TRUE POINT OF BEGINNING; thence leaving said southwesterly right-of-way line, $N88^{\circ}52'58''W$ 237.51 feet; thence $S00^{\circ}42'57''W$ 480.36 feet to a point on a 80.00 foot radius non-tangent curve to the left, the center of circle of which bears $S41^{\circ}22'17''W$; on the northerly line of the sixty foot (60') wide easement recorded July 25, 1960, under Auditor's Document No. 723177B; thence along said northerly line the following ten (10) calls:

1) along the arc of said curve through a central angle of $83^{\circ}19'52''$, 116.35 feet to the point of tangent; 2) $S48^{\circ}02'25''W$ 71.69 feet; 3) $S45^{\circ}33'58''W$ 102.87 feet to the point of curve of a 1,148.91 foot radius curve to the right; 4) along the arc of said curve through a central angle of $05^{\circ}49'13''$, 116.71 feet to the point of compound curve of a 325.61 foot radius curve to the right, the center of circle of which bears $N38^{\circ}36'49''W$; 5) along the arc of said curve through a central angle of $19^{\circ}09'14''$, 108.85 feet to the point of tangent; 6) $S70^{\circ}32'25''W$ 141.16 feet to the point of curve of a 267.18 foot radius curve to the left; 7) along the arc of said curve through a central angle of $32^{\circ}53'10''$, 153.35 feet to the point of compound curve of a 809.29 foot radius curve to the left, the center of circle of which bears $S52^{\circ}20'45''E$; 8) along the arc of said curve through a central angle of $06^{\circ}12'08''$, 87.60 feet to the point of tangent; 9) $S31^{\circ}27'07''W$ 50.58 feet to the point of curve of a 141.81 foot radius curve to the right; 10) along the arc of said curve through a central angle of $31^{\circ}01'47''$, 76.80 feet; thence leaving said northerly line, $N33^{\circ}27'57''W$ 670.05 feet; thence $N90^{\circ}00'00''W$ 60.49 feet; thence $S63^{\circ}53'39''W$ 93.62 feet to a point on a 683.40 foot radius non-tangent curve to the right, the center of circle of which bears



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N40°56'14"W; thence along the arc of said curve through a central angle of 16°09'25", 192.71 feet to the point of tangent; thence S65°13'11"W 146.41 feet to the point of curve of a 400.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 22°20'26", 155.97 feet to the point of reverse curve of a 100.00 foot radius curve to the right, the center of circle of which bears N47°07'15"W; thence along the arc of said curve through a central angle of 100°50'00", 175.99 feet to the point of tangent; thence N36°17'15"W 14.79 feet to the point of curve of a 100.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 104°19'28", 182.08 feet to the point of tangent; thence S39°23'17"W 85.24 feet; thence S00°20'21"W 1,106.90 feet; thence N90°00'00"W 4,420.89 feet to a point on the west line of the NE1/4 of said Section 28; thence N00°42'27"W 1,733.04 feet to the northwest corner of said NE1/4 of Section 28; thence S88°16'01"E 2,666.37 feet to the northeast corner of the said NE1/4 of Section 28; thence S89°23'13"E 2,723.68 feet to the northeast corner of the NW1/4 of said Section 27; thence N02°00'54"W, along the west line of the SE1/4 of said Section 27, a distance of 1,474.06 feet to a point on said southwesterly right-of-way line of Hazard Road, being a point on a 170.00 foot radius non-tangent curve to the left, the center of circle of which bears N14°56'21"E; thence along said southwesterly right-of-way line the following ten (10) calls: 1) along the arc of said curve through a central angle of 12°21'55", 36.69 feet to the point of tangent; 2) S87°25'34"E 181.78 feet; 3) continuing S87°25'34"E 157.66 feet to a point on a 520.00 foot radius curve to the right; 4) along the arc of said curve through a central angle of 45°37'38", 414.10 feet to the point of tangent; 5) S41°47'57"E 267.64 feet to the point of curve of a 1,270.00 foot radius curve to the right; 6) along the arc of said curve through a central angle of 16°08'35", 357.82 feet to the point of tangent; 7) S25°39'22"E 135.53 feet to the point of curve of a 730.00 foot radius curve to the left; 8) along the arc of said curve through a central angle of 16°35'29", 211.39 feet to the point of tangent; 9) S42°14'51"E 187.03 feet to the point of curve of a 1,470.00 foot radius curve to the right; 10) along the arc of said curve through a central angle of 02°52'08", 73.61 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT B
To The Declaration of Covenants, Condition, Restrictions, Restrictions and Easements
of River Bluff Ranch

ARCHITECTURE & LANDSCAPING STANDARDS

Standards Applicable to all Lots:

Overall Criteria. Generally the Architecture Committee should attempt to ensure a high quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography.

Dwelling and Garage Size. The main ground floor area, or building footprint of the Residential Dwelling on any Residential Lot, exclusive of day-light basements, one-story open porches but including attached garages shall be not less than 2,600 square feet for a one-story dwelling, nor less than 2,200 square feet for a two-story dwelling. All Dwellings must include attached garages to accommodate at least three vehicles, and must include finished living space above ground of at least 2,000 square feet.

Dwelling Height. The top roof line of any Dwelling shall not exceed in height 55 feet above the lowest grade of the perimeter of the Dwelling nor 45 feet above the highest grade of the perimeter of the Dwelling. Dwellings on Lots 6, 7 and 8 of Block 2, and Lots 9 and 10 of Block 3 shall only have one level above grade.

Building Materials: Exterior Appearance and Quality. The exterior of Dwellings and Outbuildings shall be made of materials that reflect an appearance of high quality. Subdued and earth tone colors are encouraged. Bright and primary colors are generally prohibited. "Sheet metal" construction and aluminum siding are not allowed on Dwellings. Generally, masonry, stone, timbers, windows and other non-siding materials are encouraged on the front and side exterior walls of all Dwellings. Dwelling roofs should have attractive aesthetics appropriate for the type of exterior wall covering used.

Building Materials: Roof Construction. Roofs shall have at least Class B noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers. Wood shakes are specifically prohibited.

Garage Orientation. Where practical, garage doors of both Dwellings and Outbuildings should face to the side or rear of the lot, or designed and landscaped to minimize visibility from a Lane.

Building Location. The design of the Dwelling and its placement on the Lot shall reflect a minimum impact on the existing slopes, vegetation and view, and shall minimize the impact on the view of adjoining Lots, whether currently occupied or not.



Set Backs. No Dwelling or Outbuilding on any Lot shall be located in violation of the setback requirements for the Spokane County Zoning Ordinance in effect at the time of construction. At or before sale by Declarant, each Lot shall be designated additional minimum setbacks specifically applied to that Lot.

View Corridors and Natural Areas. Each Lot should be able to enjoy a view corridor substantially unimpaired by trees. At the same time, clear cutting of timber from Lots is not allowed except in the fire safety zone immediately around a building site. The tentative view corridor for a particular Lot shall be established by Declarant in consultation with the buyer and, when appropriate, with the Architecture Committee and/or Owners of neighboring Lots. Alterations to a view corridor require the approval of the Architecture Committee. Furthermore, certain Lots may contain areas designated by Declarant at time of sale to be natural areas. Insofar as is practical, and in keeping with the goal of preserving the beauty and natural quality of the Project, the Owners shall leave those portions of Lots designated as natural areas in a state unchanged from nature except for reasonable forestry management practices approved by the Architecture Committee or reasonable removable of hazards to persons and property.

Landscaping – General. When any building shall be constructed on any lot, the Owner of such Lot also shall submit to the Architecture Committee for approval landscaping plans as to lawn, trees, planting materials, rock features and water features. No irrigation shall be introduced without the approval of the Architecture Committee. Prior to occupancy, acceptable front yard landscaping must be substantially completed except for delays due to seasonal constraints. Back yard completion must take place within 24 months after occupancy. Back yard area shall be considered 50 feet behind dwelling. All remaining property shall be maintained in a reasonable state of repair, cleanliness and neatness. Noxious weeds shall be kept under control. Use of natural vegetation is encouraged. Use of landscape designs that minimize the need for irrigation is encouraged.

Landscaping – Defensible Space for Fire Protection. This is composed of two zones. The width of zones varies by slope percentage. As fire is a natural part of the environment in this development, addressing the potential hazards and creating a defensible space around each home is essential. The guidelines below for creating and maintaining two zones of defensible space shall be followed. Adjustments for unique features of individual lots may be made with the prior approval of the Architecture Committee.

Slope %	Zone 1	Zone 2	
		Hot zone	Cold zone
20 or less	30	150	50
>20	50	250	100



Zone 1: This is a 30 or 50 foot radius around your home which needs to be "Lean & Clean". It is a non-flammable zone. Lean – minimal dead woody vegetation. Clean – free of pine needles, fire wood and other flammable litter.

Fire resistant plants are recommended, deciduous trees are recommended. Ponderosa pine are allowed in small clusters as long as the branches are 10 feet from the structure and other pine tree clusters. Dead wood and litter shall be regularly removed from the trees.

Zone 2: "Trim and Prune" This zone extends from Zone 1, the additional distance as shown in above table. The "trim" is aimed at pre-commercial thinning, spacing the trees to at least 5 feet between live crowns. The "prune" is to eliminate ladder fuels allowing the fire to climb into the crowns. Pruning height is 8 to 10 feet. Debris is removed or reduced by either chipping, or burning. Depending on time of year, larger material may need to be treated to minimize risk of IPS beetle infestation. The "Hot Zone" inside Zone 2 is generally that side of a home that has higher risk of exposure to spread of forest fire due to prevailing winds, southerly aspect, and terrain that sits lower in elevation than the home.

Annual maintenance and especially after wind storms to remove flammable debris is necessary. Periodic maintenance, after a good Ponderosa Pine seed year is needed to remove small seedlings.

Street Lights, Driveway Entrance. Upon construction of a Dwelling on a Lot, the Owner shall construct and maintain at their own expense a lit driveway entrance architecturally compatible with the external appearance of the Dwelling. The proposed plans and setback location for a lit driveway entrance shall be approved by the Architecture Committee prior to construction. The lights in said driveway entrance shall be kept lit from dusk until dawn.

Private Drives. For any Lot accessed by a paved Lane, at least the first 50 feet of private drive shall be paved at Owner's expense with black asphalt, brick, pavers or exposed aggregate cement within 12 months of completion of a Dwelling. All driveway or private drive plans and finishes must be approved by the Architecture Committee.

External Lights. All external lighting shall not be glare, including mercury vapor lights.

Fences and Hedges: Height and Style. Fences visible from Lanes should be highly attractive in appearance. Generally fences and hedges in excess of 6 feet in height or located closer to the front of the Lot than the Dwelling should not be allowed. All fencing should be of high quality and well maintained. Chain link and similar fences should be discouraged and only located in areas not highly visible from Lanes, neighbors or Commonly Owned Property.

Mailboxes, address signage. The design and placement of mailboxes and newspaper receptacles, if any, and street address labeling, shall be a part of and in aesthetic harmony with the lit Lot entrance, the external appearance of the Dwelling, and the landscaping surrounding the Lot entrance, and must be approved by the Architecture Committee before construction.



Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the road edge lines and a line connecting them at points 40 feet from the intersection of a road edge line extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a road edge line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Concierge Room. All Dwellings in concierge service areas must incorporate a Concierge Room, the square footage of which may be included in the minimum size requirements of the main ground floor area. A concierge room must have a door to the exterior of the house in a location easy to access from the driveway. The exterior door must have an entry system separate from entry into the rest of the house. The room must be able to accommodate a refrigerator/freezer, hanger space and delivery space.

Antennas. No radio or television antenna shall be permitted to extend more than 10 feet above the roof line of any structure on any Lot without the written approval of the Architecture Committee.

Additional Standards applicable to Residential Lots.

Size and Height of Outbuildings.

The aggregate square footage of the foot prints of all Outbuildings on any Residential Lot shall not exceed 75% of the foot print of the main ground floor and attached garage of the Dwelling on that lot. Waivers to exceed this restriction may be granted by the Architecture Committee on a limited basis in cases where the Owner can demonstrate that a proposed Outbuilding will not be highly visible. The top roof line of any Outbuilding shall be at least 10 feet lower than the elevation of the top roof line of the Dwelling.

Style and Location of Outbuildings. Outbuildings on a Residential Lot shall be made of similar outward architectural style to that of the Dwelling on the Lot. Any Outbuilding on any Residential Lot shall be located at least 25 feet further from the front lot line than is the Dwelling.

Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Manufactured Homes. Manufactured homes are prohibited.