



RETURN ADDRESS:

River Bluff Ranch Association
c/o Doni Wallin, Treasurer
5414 W. Hayden Lane
Spokane, WA 99208

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

Covenant # 4686883

Document Title: Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements of River Bluff Ranch

Grantors: River Bluff West Partners, LLC; Carom Properties, LLC; Light Enterprises, LLC; River Bluff Ranch Association

Grantee: River Bluff Ranch Association

Abbreviated Legal Description: Ptn SE ¼ Sec. 22, Ptn SW ¼ Sec.26, Ptn Sec. 27 and Ptn Sec. 28, Township 27 North, Range 42 East, W.M., Spokane County, WA
NE ¼ SW, & SE ¼ S

All 4 ¼ S

Complete Legal Description: See Exhibit "B"

Parcel Numbers:

27271.0401, 0402, 0403, 0404, 0405, 0406, 0414; 27274.0418, 0419; 27275.0415, 0416;
27274.0101, 0102, 0103, 0104, 0105, 0106, 0107; 27271.0201, 0202, 0203, 0214; 27274.0206,
0207, 0208, 0209, 0212, 0213; 27224.0301; 27226.0302; 27272.0309; 27286.0308;
27276.0310; 27271.0212, 0212, 0213; 27224.0303, 27275.0412; 27274.0417; 27275.0109;
27274.0503, 0504, 0505, 0506, 0601, 0602, 0603, 0606, 0608, 0610, 0701; 27273.0201, 0202,
0203, 0204, 0207, 0208, 0211, 0212; 27281.0902; 27275.1001, 1002, 1101; 27275.1301, 1302,
0301; 27273.0302; 27284.0401, 27284.0402, 27285.0403, 0404; 27273.0501, 0502, 0503, 0504,
0701, 0702, 0802, 0803, 0804, 0805, 0806; 27274.0801; 27281.0604, 27285.0602, 0603;
27286.0601; 27263.9076; 27266.9088; 27263.9077; 27263.9081; 27263.9082; 27263.9083;
27274.9041; 27285.9041; 27276.9050 & 27276.9051; 27275.9049

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

This Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservations of Easement of River Bluff Ranch (“Restated Declaration”) has been executed this 3rd day of May, 2018 by RIVER BLUFF WEST PARTNERS, LLC a Washington limited liability company; LIGHT ENTERPRISES, LLC, a Washington limited liability company; and CAROM PROPERTIES, LLC, a Washington limited liability company (collectively “Declarants”); and the additional owners that have executed this Restated Declaration below (with such additional owners being referred to as the “Owner Membership”). Declarants are the current holders of the rights and interests as Declarants under that Declaration Establishing Covenants, Conditions, Restrictions, Reservations and Easements of River Bluff Ranch recorded February 6, 2002 under Spokane County, Washington Auditor’s Recording Number 4686883, as first amended by Amendment recorded February 17, 2005 under Spokane County, Washington Auditor’s Recording Number 5181720, as further amended by Second Amendment recorded April 15, 2010 under Spokane County, Washington Auditor’s Recording Number 5891836, as further expanded by Declaration of Annexation recorded February 17, 2005 under Spokane County, Washington Auditor’s Recording Number 5181719, and as further expanded by a Second Declaration of Annexation recorded July 18, 2007 under Recording Number 5564176, and as further expanded by Declaration of Annexation recorded July 2, 2012 under Recording Number 6105738 (with all of the foregoing instruments and documents being referred to collectively below as the “Declaration”). The Owner Membership holds at least fifty-one percent (51%) of the voting power of the Owner Member class under the Declaration. Declarants and the Owner Membership are referred to below as the “Grantors.” The Grantors have executed this Restated Declaration for the purpose of entirely restating and superseding the provisions of the Declaration and have entered this Restated Declaration with reference to the following:

RECITALS

A. **WHEREAS**, immediately prior to this Restated Declaration becoming effective, the Declaration has covered the real property and all improvements thereon commonly known as River Bluff Ranch, which real property is legally described on Exhibit “B” attached hereto (“Property”); and

B. **WHEREAS**, Declarants currently intend that additional real property may be annexed into and become part of the Property and being referred to below as the “Project;” and

C. **WHEREAS**, Declarants are owners of portions of the Property and the holders of all Declarant Membership pursuant to Section 3.4.2 of the Declaration, the additional owners comprise the holders of at least 51% of the Owner Membership pursuant to Section 3.4.1 of the Declaration and there is no Non-Owner Membership as contemplated and provided for in Section 3.4.3 of the Declaration; and

D. **WHEREAS**, Section 9.4 of the Declaration provides for amendment in whole or part of the Declaration pursuant to an instrument signed by the Declarants as well as additional owners holding at least 51% of the voting power of the Owner Member class; and

E. **WHEREAS**, the Grantors, having full right and authority to do so, intend and desire by this Amended Declaration to entirely restate and supersede the provisions of the Declaration;

RESTATED DECLARATION

NOW, THEREFORE, Grantors declare that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and 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.

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ARTICLE 1: DEFINITIONS

1.1 “Approved Buffered Storage Area” shall mean outdoor areas on a Lot within which storage of recreational vehicles and other unsightly objects may be allowed because the objects are, in the judgment of the Board, substantially hidden from view from outside that Lot by landscaping, natural foliage and/or topography.

1.2 “Architectural Committee” shall mean the committee controlling architectural and landscaping quality on Lots, pursuant to Article 3.8.

1.3 “Assessment” shall mean that portion of the Common Expenses of the Association which is to be paid by each Lot Owner.

1.4 “Association” shall mean the River Bluff Ranch Association, a Washington Non Profit corporation.

1.5 “Board” or “Board of Directors” shall mean the governing body of the Association pursuant to Article 3.6.

1.6 “Bylaws” shall mean the Bylaws of the Association as amended from time to time.

1.7 “Common Expenses” means and includes all sums designated common expenses by or pursuant to the Project Documents; expenses incurred in connection with the maintenance, repair, or replacement of the Commonly Maintained Property and any other parts of the Property for which the Association was or becomes responsible; expenses incurred in connection with maintaining and operating the Association; and a reasonable reserve for such purposes, all as further described in this Restated Declaration.

1.8 “Commonly Maintained Property” Commonly Maintained Property shall mean all property, whether real or personal and regardless of ownership, in which the Association bears full or partial responsibility for the costs of taxes, claims, managing, maintaining, repairing, improving and/or insuring. Commonly Maintained Property includes but is not limited to roads, paths, trails, properties, buildings, Fire Suppression, Stormwater Management Systems, other systems such as landscape irrigation, security systems, technology systems, electrical meters, certain recreation areas, landscape materials, grass, signs, and fencing. Without limiting the foregoing, all Commonly Owned Properties are considered Commonly Maintained Properties.

“Declaration” – see “Restated Declaration”.

1.9 “Commonly Owned Property” shall mean that land deeded to the Association, together with any improvements constructed or to be constructed thereon.

1.10 “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 Restated Declaration, thereby becoming annexed to the Property and a part of the Project, in accordance to Article 2.4 below.

1.11 “Declarant(s)” shall mean River Bluff West Partners, LLC, a Washington limited liability company; Light Enterprises, LLC, a Washington limited liability company; and Carom

Properties, LLC, a Washington limited liability company. The term “Declarant(s)” shall also include any successor Declarant that is specifically designated as such in a document executed and acknowledged by a then withdrawing or retiring Declarant, which writing shall only be effective when recorded with the Spokane County, Washington Auditor.

1.12 “Dwelling” shall mean any residential structure constructed or to be constructed upon any individually owned Lot in the Project.

1.13 “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.

1.14 “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 Restated 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.

1.15 “Member” shall mean a person entitled to membership in the Association as provided herein.

1.16 “Outbuilding” shall mean any structure on a Lot that is not a residential dwelling, including but not limited to shops, barns, detached garages and detached accessory dwellings.

1.17 “Owner” or “Owners” shall mean the person or persons holding legal title to a Lot as well as a purchaser or purchasers under a real estate contract, but shall not include people holding interest only as tenants or as security interest holders such as mortgagees, deed of trust beneficiaries and real estate contract vendors.

1.18 “Phase” shall mean a particular real property that becomes a part of the Property and thus subject to this Restated 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.”

1.19 Reserved.

1.20 “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 Article 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.

1.21 “Project Documents” means and includes this Restated Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision Plats, 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.

1.22 “Property” shall mean specifically: (1) any portion of the real property described in Exhibit “B”; and (2) upon further annexation, will include any additional real property made

subject the terms of this Restated Declaration pursuant to a recorded "Declaration of Annexation" or "Final Plat" defined as the final plat document to be recorded with the County.

1.23 "Ranch Lots" shall mean those Lots designated as such by the Declarant, with the approval of the Board, which approval shall not be unreasonably withheld. Ranch Lots may be different from Residential Lots in several respects, including but not limited to topography, size and/or location, which may lend themselves to allow for animal husbandry and other agricultural activities. Certain architectural covenants do not apply to Ranch Lots. In the reasonable discretion of the Board, in some cases the front of a Lot facing a Lane and where the Dwelling is to be located may be treated as a Residential Lot while the back of the Lot may be treated as a Ranch Lot for purposes of enforcement of this Restated Declaration. Currently designated Ranch Lots are listed in Exhibit "C".

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

1.25 "Restated Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements of River Bluff Ranch; as it may be amended from time to time.

1.26 "Roads" shall mean Roads and Paths as designated in Article 2.3.

1.27 "Sewage Disposal System" shall mean those septic tanks and other sewage facilities and drain fields and other wastewater disposal facilities over which Owners have control and maintenance responsibility.

1.28 "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.

1.29 "Utility" shall mean sanitary sewer, water, electricity, natural gas, television, data transmission, telephone and any present or future similar utilities and services customarily provided for residential developments.

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 Restated Declaration. Each owner shall have the right and obligation to construct a Dwelling on his Lot, subject to the restrictions set forth in the Restated 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's 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, but only after providing at least 30 days prior written notice to the Board of the proposed easement before final grant. 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:

2.3.1 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.

2.3.2 Private Drives - Private Drives provide access within a Lot for 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.

2.3.3 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.

2.3.4 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.

2.3.5 Paths/Trails - Paths/Trails may 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/Trails 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/Trails.

2.3.6 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 Restated 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 Restated Declaration without the assent of the Association or its Members, on further 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 Restated Declaration or of the Declaration of Annexation for any phase of the project.

2.4.1.2 A Declaration of Annexation or Final Plat 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 or Final Plat shall incorporate this Restated Declaration by reference and may contain such complimentary additions and modifications of the covenants and restrictions contained in this Restated 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 Restated Declaration.

2.4.1.3 Prior written notice is provided to the Board at least 30 days before submission of proposed annexation is submitted to Spokane County for approval.

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 Restated 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 Restated 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 and restrictions associated with the membership.

ARTICLE 3: ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Association to Manage Project. The Declarant and the Owners of all the Lots covenant and agree that the administration of the Project shall be in accordance with the provisions of this Restated Declaration, and the Bylaws of the Association, subject to the standards set forth in this Restated 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 Restated 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 legal 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 collectively by all - Declarant(s) (or such successors-in-interest), and any such power or vote shall be exercised in concert, as determined by Declarants (see Article 1.11) as a Declarant Member. The Declarant Member shall be entitled to one (1) vote, plus one (1) vote for each Lot owned by any of the Declarants upon which exists a completed dwelling that is subject to Regular Assessments. Declarant Membership shall be converted to Owner Membership when no Declarant owns property within the Project other than completed dwellings subject to Regular Assessments. As contained in the Project Documents, any reference to "Declarant" having a singular power or votes shall mean that all then serving Declarants shall operate as one unit, to be referenced as "Declarant" or "Declarant Member," in asserting said votes and/or power, unless otherwise noted. Said Declarants shall determine amongst themselves how to exercise any such power or votes as a unit, i.e. voting based on lots owned, etc., but in no event shall the fact that there is more than one Declarant give each such Declarant separate individual power as a Declarant. In the event the then serving Declarants cannot agree on how to exercise votes and/or any power, the default method shall be based on majority approval of the weighted votes of the then serving Declarants, with their votes being weighted based on the number of Lots owned by each individual Declarant.

3.4.3 Non-Voting Membership - Provision for Non-Voting Membership may be made to accommodate use of the Project's recreation areas and facilities by persons without Lot ownership, including Lots that by way of Final Plat or annexation have been made a part of the Project but which do not take access through the River Bluff Ranch entrance gate and are designated as Non-Voting. Non-Voting Members shall not be entitled to the voting rights provided for in this Article and are not subject to Regular Assessments. The rights and responsibilities of a specific Non-Voting Member shall be documented by the Board or specified in a Final Plat or declaration of annexation, including what covenants apply to such Non-Voting Member. Provision for Non-Voting Members shall conform to any applicable rules and ordinances of Spokane County. Properties currently designated as Non-Voting Members are listed in Exhibit "D".

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 "A" shall be administered by an Architecture Committee. This Committee shall be considered a committee of the Association Board and at least two members of the Board shall serve on the Architectural Committee at all times. 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. In the event 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 Assessments as follows: (1) Regular and (3) Limited Assessments as provided in Section 4.5. All Assessments, including Regular Assessments, Special Assessments, and Limited Assessments, together with interest, costs, and attorney fees, as provided below, shall be a charge and continuing lien upon each Lot against which each such Assessment is made, with the lien to become effective upon imposition of the Assessment by the Association. Each such Assessment, together with interest, costs, and actual attorney fees, shall also be the personal obligation of the person or persons who was or were the Owner of such Lot at the time when the Assessment was imposed by the Association. No Owner of any Lot may be exempted from liability for such Owner's personal obligation for any Assessments by waiver of the use or enjoyment of any part of the Project or by the abandonment or loss of ownership of such Owner's Lot. Regular and Special Assessments shall not be levied against Lots owned by a Declarant except for any of those Lots upon which exists a completed Dwelling. Regular and Special Assessments shall not be levied against Lots sold by a Declarant to a licensed contractor for the purpose of constructing a spec house until said spec house is completed or that Lot is sold to someone in the general public, whichever comes first. This deferral of Regular and Special Assessments is conditioned on the licensed contractor complying with the Architectural and Landscaping Standards as set forth in Exhibit (A) and the requirements of the contractor to sign the Builder's Agreement and provide an insurance endorsement naming the Association as Additional Insured, as set forth in the Bylaws.

4.2 Purpose of Regular Assessments and Special Assessments. The Regular Assessments and Special 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; to preserve or enhance the value of the Lots, all Commonly Owned Property, and all Commonly Maintained Property; and to create and maintain (as part of Regular 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. Without limiting the generality of the foregoing, the Regular Assessments and Special Assessments shall be used to cover expenses associated with property taxes; administering the Association; enforcing the covenants, conditions, and restrictions of this Restated Declaration; providing for the insurance for the Association as determined by the Board; providing for the maintenance of Commonly Maintained Property; providing for the maintenance and care of any Commonly Owned Property; and covering any shortfalls in any of the foregoing (including shortfalls that may result through failure of any Owner or Owners to pay their proportionate share of any Assessments).

4.3 Regular Assessments. The Board shall establish Regular Assessments to be paid by 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, 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: (1) costs to repair damage to Commonly Maintained Property caused by the Owner, the Owner's family, or the Owner's guests; and (2) costs incurred in bringing the Owner and/or Lot into compliance with the provisions of this Restated Declaration and the Bylaws, including attorney's fees and cost.

4.5 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for: (a) costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the governing instruments for the Property; or (b) costs incurred in connection with any damage to any Lot or portion of the Common Area within the Property caused by reason of the negligence or willful misconduct of an Owner, such Owner's resident tenant, or such Owner's family and guests, both minor and adult, or such Owner's agents or contractors. Any Limited Assessment amount shall include any actual costs, consultant charges, actual attorney fees and other costs, and interest on the entire amount accruing at the rate of twelve percent (12%) per annum from the date imposed until fully paid. This shall expressly include the authority to levy Assessments against any Lot Owner in violation of any of the requirements imposed on such Lot Owner under this Declaration. In addition to a Limited Assessment amount for all actual costs as referred to above in this Section 7.4, the Limited Assessment may also include an additional amount of up to \$50.00 per day (or its equivalent value as compared with January 1, 2017 dollars, as adjusted periodically by the Board in its reasonable discretion utilizing changes in a published consumer price index of its

choosing), for each violation which remains uncorrected after thirty (30) days' written notice given to such Owner from the Association. In addition, the Board, in its discretion, may shorten or eliminate the prior notice requirement prior to imposing this additional Limited Assessment amount in the event of any repeat violation or violations of this Declaration by an Owner as determined by the Board in its reasonable discretion.

4.6 Estoppel Certificate. The Association, upon at least five (5) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Lot is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the owner. Any prospective purchaser or mortgagee of the Owner's Lot may rely upon any such certificate delivered pursuant to this paragraph.

4.7 Subordination to Certain Trust Deeds and Mortgages. The lien for the Assessments provided for herein in connection with a given Lot shall be subordinate to the lien of a deed of trust or mortgage that obtained and relied on an Estoppel Certificate from the Association pursuant to Section 4.6 prior to making its loan and whose mortgage or deed of trust is recorded as an encumbrance against an Owner's Lot prior to the recordation of a claim of lien for any Assessments. Except as provided in this paragraph with respect to a trustee or mortgagee who acquires title to or a security interest in a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration. No mortgagee or beneficiary under a deed of trust will be required to collect Assessments. Nothing in this Declaration makes failure to pay any Assessment a default under any mortgage.

4.8 Enforcement of Assessment Obligations: Priorities, Discipline. If any part of any Assessment is not paid and received by the Association or its designated agent within 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 of 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 Restated 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 Restated Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, imposition of fees, penalties, and liens, and the commencement of legal and/or collection actions.

5.1.4 Maintain such policy or policies of insurance as are required by this Restated 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 Restated 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 Project Documents or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Restated 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 improvement 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 any applicable 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 approval of Declarant in the case of properties owned by Declarant, or by Board in the case of any other properties not owned 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 or 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.

7.1.6 Firearms. The discharge of firearms except for legitimate self-defense is prohibited on residential lots, Ranch Lots less than 30 acres, common area trails and the

Association-controlled common areas. Members owning lots 30 acres or less may request approval of a specially designed target or shooting range on their Lot subject to Board determination that basic safety requirements have been met, including but not limited to insuring that bullets fired on the range are contained in the shooting area and that noise abatement has been sufficiently addressed to avoid excessive noise disruption to neighbors. At the Owner's expense, the Board or Owner may employ ballistic experts to assist in making such a determination. Owners of Ranch Lots that exceed 30 acres may discharge firearms for target practice or hunting purposes but must do so in a manner that insures the projectile from the firearm does not cross the vertical plane of their property and therefore pass over or onto neighboring properties. If a Ranch Lot Owner or guest violates this provision the Board has the right to determine the Ranch Lot unsafe for general firearms discharge and require the same standards it requires of lots less than 30 acres.

7.17. The use of archery equipment for target practice is permitted on all lots within the development as long as such practice is conducted in a safe manner and at no time are arrows allowed to cross over the property line to an adjoining lot. Archery hunting is permitted in season on private lots but the Board maintains the right to develop rules governing archery hunting on lots under 10 acres or less and on common areas.

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 domesticated pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose.

7.2.2 Animal husbandry is allowed on Ranch Lots. Swine are specifically prohibited on all Lots except when kept as a pet in a non-offensive manner.

7.2.3 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.

7.2.4 Any animals permitted on any Lot shall not be allowed outside the Lot except under close or appropriate supervision."

Notwithstanding anything in this Section 7.2 or elsewhere in this Declaration to the contrary, guide dogs, service animals, or similarly protected animals under laws and regulations such as the Federal Fair Housing Act, the Americans with Disabilities Act, Washington's law against discrimination, and similar legal provisions shall not be prohibited from being allowed within the Property to the extent required to be permitted by law.

7.3 Vehicles and Equipment.

7.3.1 Recreational Vehicles and Equipment - No recreational vehicles and equipment, including campers, toppers, motor homes, camp trailers, boats, non-licensed all-terrain vehicles, 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 all-terrain vehicles, gardening and landscaping equipment and vehicles, and other similar vehicles used for transportation and/or property maintenance 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; and

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, or 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 "A" and incorporated herein by reference. The Architecture Committee shall administer said standards, pursuant to procedures established in the Bylaws.

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 pursuant to prudent forest management) 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, including but not limited to execution of the Builder's Agreement. 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 thirty (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 a 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 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 Restated 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 twenty-four (24) months from the date of commencement of construction.

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 Restated 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 Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amendment is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated. This Restated Declaration may be amended, terminated or waived as follows: (a) until the voting power of the Owner Member class exceeds 83, this Restated Declaration may be amended, terminated or waived by an instrument signed by Declarant, as well as by two officers of the Association attesting that such amendment has been approved by

vote at a meeting or in writing by Owners holding at least fifty-one percent (51%) of the voting power of the Owner Member class; or (b) after the voting power of the Owner Member class exceeds 83, this Restated Declaration may be amended, terminated, or waived by an instrument signed by two officers of the Association attesting that that such amendment has been approved by vote at a meeting or in writing by Owners holding at least sixty-seven (67%) of the voting power of the Owner Member class. Such amendment, termination, or waiver shall not be effective until the proper instrument is executed and recorded in the office of the Spokane County, Washington Auditor.

9.5 Home Owners Insurance. All Dwellings and Outbuildings in the Project 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 Fiscal Year. – See By-Laws

9.8 Attorney Fees and Costs, Venue – In the event the Association or an Owner files suit to enforce any provision of this Restated Declaration, the substantially prevailing party in any such suit or action shall be entitled to recover, in addition to all other remedies or damages, such reasonable attorney fees and costs (including but not limited to expert witness costs, court costs, etc.) incurred by such prevailing party. Venue for any such suit shall be Spokane County Superior Court, Spokane, Washington.

9.9 Limitation of Restrictions on Declarant: Covenant Not to Oppose. Declarant is performing certain work in connection with the Project, including subdivision of the Property and construction of community improvements 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 adjacent or near the Project and covenant not to appeal land-use approvals and/or permits issued to Declarant by any governmental agency, unless said applications or approvals pose a significant and material adverse affect to the nature, character and well-being of the Project and its Owners. Any such opposition or appeal can only be made by the Association after appropriate approval of more than 50% of the Owners in accordance with this Restated Declaration or an opposition or appeal can be undertaken by the Board (per this Restated Declaration) but must be subsequently ratified by more than 50% of the Owners within 30 days of said opposition or appeal filing by the Board, or else it shall be dismissed/removed by the Board. Further, the Declarant hereby agrees to give the Board advance written notice, including a draft copy of any land use application, of no less than 30 days for review.

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 Restated Declaration shall be understood or construed to:

9.9.1 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

9.9.2 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

9.9.3 Prevent Declarant from maintaining such sign or signs in the Project as may be necessary for the sale, lease or disposition thereof.

OWNERS:

I, David Engen, on behalf of the Board of the River Bluff Ranch Association, certify that I have received written approval of this amendment by ^{votes} ~~signatures~~ representing 29 votes of Owner Members, such approval having been documented at a meeting of the River Bluff Ranch Association properly held on 10/10/, 2017.

 _____, President

DECLARANTS:

RIVER BLUFF WEST PARTNERS, LLC

By:  _____
Bradley West, Manager

CAROM PROPERTIES, LLC

By:  _____
Chris L. Heftel, Manager

LIGHT ENTERPRISES, LLC

By:  _____
Paul Nibarger

STATE OF WASHINGTON)

: ss.

County of Spokane)

I certify that I know or have satisfactory evidence that David W. Engen signed this instrument and on oath stated that he was authorized as president of River Bluff Ranch Association, to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

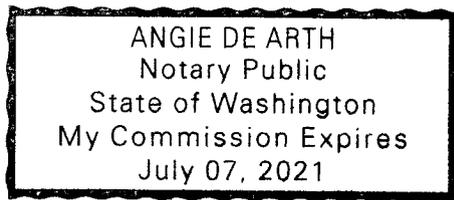
Dated this 31st day of May, 2018

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

My appointment expires: 7-7-21

Printed Name: Angie DeArth



STATE OF WASHINGTON)

: ss.

County of Spokane)

I certify that I know or have satisfactory evidence that Bradley West signed this instrument and on oath stated that he was authorized as Manager of River Bluff West Partners, LLC, to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

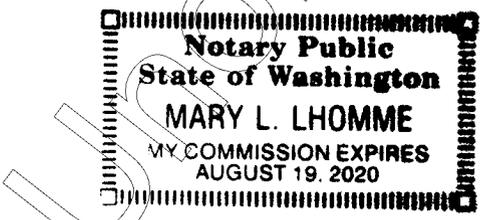
Dated this 29th day of May, 2018

Mary L. L'Homme

NOTARY PUBLIC in and for the State of Washington, residing at Spokane, WA.

My appointment expires: 8/19/2020

Printed Name: Mary L. L'Homme



STATE OF WASHINGTON)

: ss.

County of Spokane)

I certify that I know or have satisfactory evidence that Chris L. Heftel signed this instrument and on oath stated that he was authorized as Manager of Carom Properties, LLC, to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

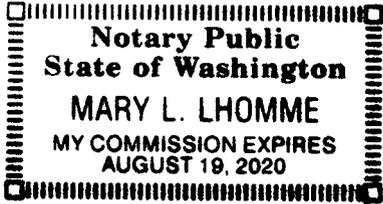
Dated this 29th day of May, 2018

Mary L. L'Homme

NOTARY PUBLIC in and for the State of Washington, residing at Spokane, WA.

My appointment expires: 8/19/2020

Printed Name: Mary L. L'Homme



STATE OF WASHINGTON)

: ss.

County of Spokane)

I certify that I know or have satisfactory evidence that Paul Nibarger signed this instrument and on oath stated that he was authorized as Manager of Light Enterprises, 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 29th day of May, 2018

Mary L. L'Homme

NOTARY PUBLIC in and for the State of Washington, residing at Spokane, WA.

My appointment expires: 8/19/2020

Printed Name: Mary L. L'Homme

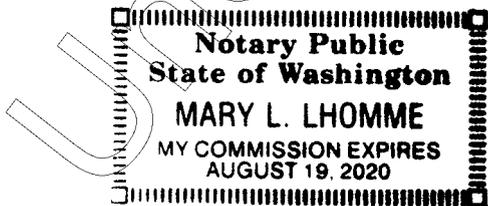


EXHIBIT "A"
**TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RIVER BLUFF RANCH**

ARCHITECTURE & LANDSCAPING STANDARDS

1. Standards Applicable to All Lots.

1.1 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.

1.2 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.

1.3 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 or 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.

1.4 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.

1.5 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. Wood shakes on siding are highly discouraged and shall be limited to areas less susceptible to combustion and shall be treated with a fire retardant approved by the

Architecture Committee. Owners should make good efforts to follow Firewise Construction guidelines, such as those found at www.firewise.org.

1.6 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.

1.7 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.

1.8 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. Setbacks from side and rear property lines shall be at least 25 feet. At or before sale by Declarant, each Lot shall be designated additional minimum setbacks specifically applied to that Lot, or in the absence of such designation, the minimum setbacks for a specific Lot shall be established by the Board. In no event shall front setback be less than 50 feet from the edge of asphalt of a paved Lane or 55 feet from the edge of shoulder of a graveled Lane.

1.9 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 with the Architecture Committee and/or the Board, and/or when appropriate at the discretion of the Architecture Committee, Owners of neighboring Lots. Significant alterations to a view corridor require the approval of the Architecture Committee. Efforts should be made to keep view corridors of adjoining lots clear of obstruction due to growth of trees. Neighbors are encouraged to cooperate with each other to maintain view corridors. When requested by an Owner whose view has become obstructed due to growth of trees, the Board may require the obstructing trees to be pruned or removed, after taking into consideration the facts and circumstances of the situation, including the advice of the Architecture Committee and the sentiments of all parties affected. 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 or reasonable removable hazards to persons and property, subject to approval by the Architecture Committee or the Board.

1.10 Landscaping – General. When any Building shall be constructed on any lot, the Owner of such Lot shall also submit to the Architecture Committee for approval landscaping plans as to lawn, trees, planting materials, rock features and water features. Use of natural vegetation, landscape designs that minimize the need for irrigation, and other water wise landscaping practices are required. Specifically, lawns with grass types requiring high amounts of water, such as Kentucky Blue Grass, should be avoided or mixed with drought tolerant grass types. Grass lawns needing regular watering should be limited in size. Sprinkler systems should be carefully designed to minimize waste and evaporation. Plants that can be sustained by drip lines are encouraged. No irrigation shall be introduced without the approval of the Architecture Committee. Within 9 months of 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. The time lines for completion may be extended for time periods deemed reasonable by the Architectural Committee, in its sole discretion, for reasons it deems appropriate, such as inclement weather conditions.

1.11 Landscaping - Defensible Space for Fire Protection. 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. This defensible space is composed of two zones. The width of zones varies by slope percentage. The guidelines below for creating and maintaining defensible space shall be followed. Adjustments for unique features of individual lots may be made with the prior approval of the Architecture Committee.

	Zone 1	Zone 2	Zone 2
Slope %		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” means minimal dead woody vegetation. “Clean” means free of pine needles, fire-wood and other flammable litter. Fire resistant plants and deciduous trees are recommended. Ponderosa pines 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: This “Trim and Prune” 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.

1.12 Street Lights and Driveway Entrance. Upon construction of a Dwelling on a Lot, the Owner shall construct and maintain, at his or her 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.

1.13 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.

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

1.15 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, and must be approved by the Architecture Committee before construction. Chain link and similar fences should be discouraged and only located in areas not highly visible from Lanes, neighbors or Commonly Owned Property.

1.16 Mailboxes and 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.

1.17 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.

1.18 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.

2. Additional Standards Applicable to Residential Lots.

2.1 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 5 feet lower than the elevation of the top roofline of the Dwelling.

2.2 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, or located such that, in the opinion of the Architecture Committee, the Outbuilding appears to be a coordinated and attractive part of the Dwelling campus.

2.3 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.

2.4 Manufactured Homes. Manufactured homes are prohibited.

**EXHIBIT "B" TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF RIVER BLUFF RANCH**

LEGAL DESCRIPTION

**27271.0401,0402,0403,0404,0405,0406,0414; 27274.0418,0419; 27275.0415,0416;
27274.0101,0102,0103,0104,0105,0106,0107; 27271.0201,0202,0203,0214;
27274.0206,0207,0208,0209,0212,0213; 27224.0301; 27226.0302; 27272.0309; 27286.0308;
27276.0310; 27271.0212,0212,0213; 27224.0303,27275.0412; 27274.0417; 27275.0109**
ALL OF RIVER BLUFF RANCH, PUD AS SET FORTH IN VOLUME 27 OF PLATS,
PAGES 38 THROUGH 43; Situate in the County of Spokane, State of Washington.

27274.0503,0504,0505,0506,0601,0602,0603,0606,0608,0610,0701
ALL OF RIVER BLUFF RANCH FIRST ADDITION, PUD, AS SET FORTH IN VOLUME 29
OF PLATS, PAGES 64 AND 65; Situate in the County of Spokane, State of Washington.

27273.0201,0202,0203,0204,0207,0208,0211,0212,
ALL OF RIVER BLUFF RANCH SECOND ADDITION, PUD, AS SET FORTH IN VOLUME
32 OF PLATS, PAGES 62 AND 63; Situate in the County of Spokane, State of Washington.

27281.0902; 27275.1001,1002,1101
ALL OF RIVER BLUFF RANCH THIRD ADDITION, PUD, AS SET FORTH IN VOLUME
34 OF PLATS, PAGE 25 AND 26; Situate in the County of Spokane, State of Washington.

27275.1301,1302,0301; 27273.0302;27284.0401,27284.0402,27285.0403,0404
ALL OF RIVER BLUFF RANCH FOURTH ADDITION, PUD, AS SET FORTH IN VOLUME
39 OF PLATS, PAGES 21 THROUGH 24; Situate in the County of Spokane, State of
Washington.

**27273.0501,0502,0503,0504,0701,0702,0802,0803,0804,0805,0806; 27274.0801; 27281.0604,;
27285.0602,0603; 27286.0601**
ALL OF RIVER BLUFF RURAL CLUSTER 2ND ADDITION, AS SET FORTH IN VOLUME
39 OF PLATS, PAGES 25 THROUGH 27; Situate in the County of Spokane, State of
Washington.

27263.9076
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 26, TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M., DESCRIBED AS
FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26;
THENCE NORTH 87°39'52" EAST, 330.00 FEET ALONG THE SOUTH LINE OF SAID
SECTION 26 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°39'52"
EAST, 789.84 FEET ALONG THE SOUTH LINE OF SAID SECTION 26; THENCE NORTH
13°27'51" WEST, 690.23 FEET; THENCE NORTH 68°44'21" WEST, 380.64 FEET; THENCE
SOUTH 18°01'12" WEST, 884.88 FEET TO THE POINT OF BEGINNING;

ALSO SHOWN AS PARCEL C OF SURVEY RECORDED APRIL 19, 2006 UNDER RECORDING NO. 5368761 IN BOOK 121 OF SURVEYS, PAGES 71 AND 72; Situate in the County of Spokane, State of Washington.

27266.9088

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE SOUTHEAST QUARTER OF SECTION 27 IN TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M., SHOWN AS PARCEL C OF RECORD OF SURVEY FILED IN BOOK 128 OF SURVEYS, PAGES 80A-83A UNDER RECORDING NO. 5771340, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH $87^{\circ}39'52''$ EAST 330 FEET ALONG THE SOUTH LINE OF SAID SECTION 26; THENCE NORTH $18^{\circ}01'12''$ EAST 174.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $18^{\circ}01'12''$ EAST 710.44 FEET; THENCE SOUTH $68^{\circ}44'21''$ EAST 380.64 FEET; THENCE NORTH $05^{\circ}06'10''$ WEST 301.52 FEET TO THE NORTH LINE OF THE SOUTH $\frac{3}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SOUTHWEST QUARTER; THENCE SOUTH $88^{\circ}18'01''$ WEST 940.82 FEET ALONG SAID NORTH LINE, TO THE WEST LINE OF SAID SECTION 26; THENCE NORTH $00^{\circ}31'23''$ WEST 632.55 FEET ALONG THE WEST LINE OF SAID SECTION 26, TO THE SOUTHEAST CORNER OF TRACT B OF RIVER BLUFF RANCH PUD, PER PLAT THEREOF RECORDED IN BOOK 27 OF PLATS, PAGES 38-43; THENCE NORTH $89^{\circ}30'49''$ WEST (NORTH $89^{\circ}31'09''$ WEST PLAT) 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B, AND THE NORTHEAST CORNER OF LOT 1, BLOCK 3, RIVER BLUFF RANCH FIRST ADDITION PUD, PER PLAT THEREOF RECORDED IN BOOK 29 OF PLATS, PAGES 64-65; THENCE SOUTH $00^{\circ}31'23''$ EAST 546.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG A 150.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH $17^{\circ}20'04''$ EAST, THROUGH A CENTRAL ANGLE OF $34^{\circ}48'53''$, AN ARC LENGTH OF 91.14 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG A 170.00 FOOT A RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH $37^{\circ}51'04''$ WEST, THROUGH A CENTRAL ANGLE OF $27^{\circ}27'41''$, AN ARC LENGTH OF 81.48 FEET; THENCE SOUTH $24^{\circ}41'15''$ EAST 133.49 FEET TO THE WEST LINE OF SAID SECTION 26; THENCE SOUTH $00^{\circ}31'23''$ EAST 493.03 FEET ALONG THE WEST LINE OF SAID SECTION 26, TO A POINT LYING NORTH 347.05 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE SOUTH $39^{\circ}38'00''$ EAST 194.99 FEET; THENCE SOUTH $01^{\circ}36'07''$ EAST 127.97 FEET; THENCE NORTH $66^{\circ}54'29''$ EAST 281.45 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THE WEST 1082.81 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26; Situate in the County of Spokane, State of Washington.

27263.9077

THE WEST 554.00 FEET OF THE SOUTH TWO-THIRDS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M., Situate in the County of Spokane, State of Washington.

27263.9081

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00°21'01" EAST 1319.15 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 143 OF SURVEYS, PAGE 38-39, THENCE NORTH 88°41'00" EAST 2576.65 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT OF WAY LINE OF DALTON ROAD; THENCE NORTH 00°14'00" EAST 191.19 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 01°29'00" EAST 149.05 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°29'00" EAST 514.27 FEET ALONG SAID RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTH ONE-THIRD OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 89°14'43" WEST 1025.26 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 33°12'02" EAST 616.78 FEET; THENCE NORTH 88°41'00" EAST 674.31 FEET TO POINT OF BEGINNING; ALSO KNOWN AS PARCEL B OF RECORD OF SURVEY RECORDED ON SEPTEMBER 12, 2013 UNDER AUDITOR'S FILE NO. 6247348; Situate in the County of Spokane, State of Washington.

27263.9082

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00°21'01" EAST 1319.15 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 143 OF SURVEYS, PAGE 38-39, THENCE NORTH 88°41'00" EAST 1197.36 FEET ALONG SAID SOUTH LINE; THENCE NORTH 30°00'00" EAST 397.98 FEET TO POINT OF BEGINNING; THENCE NORTH 88°41'00" EAST 510.58 FEET; THENCE NORTH 33°12'02" WEST 616.78 FEET TO THE SOUTH LINE OF THE NORTH ONE-THIRD OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 89°14'43" WEST 690.24 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 06°48'17" EAST 533.93 FEET; THENCE NORTH 88°41'00" EAST 454.44 FEET TO POINT OF BEGINNING; ALSO KNOWN AS PARCEL C OF RECORD OF SURVEY RECORDED ON SEPTEMBER 12, 2013 UNDER AUDITOR'S FILE NO. 6247348; Situate in the County of Spokane, State of Washington.

27263.9083

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00°21'01" EAST 1319.15 FEET ALONG THE WEST LINE OF THE

SOUTHWEST QUARTER OF SAID SECTION 26, TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 143 OF SURVEYS, PAGES 38-39, RECORDS OF SPOKANE COUNTY; THENCE NORTH 88°41'00" EAST 554.08 FEET ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WEST 554.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°41'00" EAST 643.28 FEET ALONG SAID SOUTH LINE; THENCE NORTH 30°00'00" EAST 397.98 FEET; THENCE SOUTH 88°41'00" WEST 454.44 FEET; THENCE NORTH 06°48'17" WEST 523.93 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 89°14'43" WEST 330.00 FEET ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WEST 554.00 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°21'01" EAST 873.85 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. ALSO KNOWN AS PARCEL "D" OF RECORD OF SURVEY RECORDED ON SEPTEMBER 12, 2013 UNDER AUDITOR'S FILE #6247348; Situate in the County of Spokane, State of Washington.

27274.9041

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF LOT 2, BLOCK 2, RIVER BLUFF RANCH FIRST ADDITION, P.U.D. AS PER PLAT THEREOF RECORDED IN BOOK 29 OF PLATS, PAGES 64-65; THENCE SOUTH 56°34'30" WEST, 243.79 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE CONTINUING SOUTH 56°34'30" WEST, 120.37 FEET; THENCE NORTH 45°01'48" WEST, 370.56 FEET TO THE SOUTHWEST CORNER OF TRACT A OF SAID RIVER BLUFF RANCH FIRST ADDITION P.U.D. AND A POINT ON THE EASTERLY LINE OF TRACT F, PER PLAT OF RIVER BLUFF RANCH, P.U.D., RECORDED IN BOOK 27 OF PLATS, PAGES 38-43; THENCE SOUTH 09°55'51" WEST, 835.91 FEET (SOUTH 09°54'54" WEST 835.68 FEET RECORD) ALONG THE BOUNDARY OF SAID TRACT F, TO A POINT ON THE NORTHWESTERLY LINE OF TRACT D AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 100, PAGE 21, UNDER AUDITOR'S FILE NO. 4664920; THENCE NORTH 62°40'34" EAST (NORTH 62°37'02" EAST, RECORD) 457.40 FEET TO THE NORTHERLY CORNER COMMON TO PARCELS C AND D OF SAID RECORD OF SURVEY; THENCE NORTH 81°44'04" EAST, 500.04 FEET; THENCE ALONG A 140.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY THE CENTER OF WHICH BEARS NORTH 07°39'43" WEST, THROUGH A CENTRAL ANGLE OF 107°01'32", AN ARC DISTANCE OF 261.51 FEET; THENCE NORTH 65°18'45" EAST, 30.00 FEET TO THE SOUTHEASTERLY EXTENSION OF THE CENTERLINE OF BRANNON LANE, PER SAID PLAT OF RIVER BLUFF RANCH FIRST ADDITION P.U.D.; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES; 1) NORTHWESTERLY ALONG A 170.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, THE CENTER OF WHICH BEARS SOUTH 65°18'45" WEST, THROUGH A CENTRAL ANGLE OF 37°33'40", AN ARC DISTANCE OF 111.45 FEET; 2) NORTH 62°14'55" WEST, 114.27 FEET; 3) NORTHWESTERLY ALONG A 400.00 FOOT

RADIUS CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 29°32'24", AN ARC DISTANCE OF 206.23 FEET TO THE POINT OF BEGINNING; Situate in the County of Spokane, State of Washington.

27285.9041

THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M.; TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M.; LYING SOUTHERLY OF TRACTS 1 THROUGH 6 OF RECORD OF SURVEY, RECORDED MAY 13, 1997 UNDER AUDITOR'S NUMBER 4102115; EXCEPT ANY PLATTED PORTION; Situate in the County of Spokane, State of Washington.

27276.9050 & 27276.9051

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER 34, TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 00°31'23" WEST 347.05 FEET ALONG THE EAST LINE OF SAID SECTION 27; THENCE CONTINUING NORTH 00°31'23" WEST 109.46 FEET ALONG THE EAST LINE OF SAID SECTION 27 TO THE POINT OF BEGINNING; THENCE SOUTH 71°31'34" WEST 357.47 FEET; THENCE SOUTH 42°37'51" WEST 545.25 FEET; THENCE SOUTH 09°34'14" EAST 188.43 FEET; THENCE SOUTH 35°04'35" WEST 105.60 FEET TO A CORNER ON THE WESTERLY LINES OF THAT STATUTORY WARRANTY DEED RECORDED MARCH 12, 2007 UNDER AUDITOR'S FILE NO. 5508149, SHOWN AS PARCEL D ON RECORD OF SURVEY FILED IN BOOK 116 OF SURVEYS, PAGES 30-32; THENCE NORTH 24°08'43" WEST (NORTH 24°12'15" WEST RECORD) 876.59 FEET TO THE NORTHWEST CORNER OF SAID PARCEL D, ALSO BEING THE MOST SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED BY RIVERBLUFF LAND COMPANY LLC TO SHELDON J. DRAIMIN BY STATUTORY WARRANTY DEED RECORDED DECEMBER 27, 2005 UNDER AUDITOR'S FILE NO. 5323377; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID DRAIMIN PARCEL THE FOLLOWING FOUR (4) COURSES: 1) NORTH 62°40'34" 457.40 FEET; 2) THENCE NORTH 81°44'04" EAST 500.04 FEET; 3) THENCE NORTHEASTERLY ALONG A 140.00-FOOT RADIUS NONTANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, THE CENTER OF WHICH BEARS NORTH 07°39'43" WEST, THROUGH A CENTRAL ANGLE OF 107°01'32", AN ARC LENGTH OF 261.51 FEET; 4) THENCE NORTH 65°18'43" EAST 30.00 FEET; THENCE SOUTH 24°41'15" EAST 133.49 FEET TO THE EAST LINE OF SAID SECTION 27; THENCE SOUTH 00°31'23" EAST 383.56 FEET ALONG THE EAST LINE OF SAID SECTION 27 TO THE POINT OF BEGINNING; SAID PROPERTY IS DELINEASTED AS PARCEL A OF THAT CERTAIN SURVEY RECORDED MARCH 23, 2009 UNDER AUDITOR'S FILE NO. 5771340 IN BOOK 128 OF SURVEYS, PAGE(S) 80A-83A, RECORDS OF SPOKANE COUNTY; Situate in the County of Spokane, State of Washington.

27275.9049

THAT PORTION OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, THE FOLLOWING THREE COURSES; 1) SOUTH 00°31'43" EAST, 640.51 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAZARD ROAD AS SHOWN OF THE RECORD OF SURVEY FILED IN BOOK 74, PAGES 26, 27 AND 28; 2) CONTINUING SOUTH 00°31'43" EAST 1,997.91 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER FO SAID SECTION 27; 3) CONTINUING SOUTH 00°31'43" EAST 1,016.64 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°31'09" WEST 195.03 FEET; THENCE SOUTH 00°31'43" EAST 328.90 FEET; THENCE SOUTH 09°23'06" WEST 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 NORTH 27°44'42" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°51'59" 341.15; THENCE SOUTH 83°04'44" WEST 517.29 FEET; THENCE SOUTH 09°54'54" WEST 835.68 FEET; THENCE SOUTH 62°40'34" WEST 411.37 FEET; THENCE SOUTH 87°43'14" WEST 1,237.97 FEET; THENCE SOUTH 00°18'53" WEST 180.27 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 88°51'26: WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1,400.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 09°42'03" WEST 1,233.37 FEET; THENCE SOUTH 65°52'39" EAST 505.10 FEET; THENCE NORTH 00°43'18" WEST 103.07 FEET; THENCE NORTH 76°01'16" EAST 444.84 FEET; THENCE NORTH 24°40'36" WEST 165.33 FEET; THENCE NORTH 52°06'27" EAST 478.48 FEET; THENCE NORTH 00°00'00" EAST 907.82 FEET; THENCE SOUTH 86°31'30" EAST 413.26 FEET; THENCE NORTH 58°47'41" EAST 74.39 FEET TO A POINT ON THE CENTER LINE OF "LOGAN LANE" (ALSO KNOWN AS LOOKOUT MOUNTAIN LANE), THE 60" WIDE PRIVATE ROAD EASEMENT FOR INGRESS, EGRESS, AND UTILITIES" SHOWN ON THE RECORD OF SURVEY FILE IN BOOK 74 OF PAGES 26, 27, AND 28; THENCE WESTERLY ALONG SAID CERTERLINE TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE SOUTH, ALONG SAID WEST LINE, TO A POINT BEING 500 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, BEING 522.91 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE TRUE POINT BEGINNING; TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 42 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 00°22'54" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 500 FEET; THENCE SOUTH 45°52'07" EAST 733.03 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88°51'26" WEST, ALONG SAID SOUTH LINE, 522.91 FEET TO THE POINT OF BEGINNING; Situate in the County of Spokane, State of Washington.

EXHIBIT "C"
**TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RIVER BLUFF RANCH**

CURRENT LIST OF RANCH LOTS

Back portion of Lot only considered a Ranch Lot:

Block 1 Lot 1, River Bluff Ranch PUD

Block 1, Lot 1 and Lot 2, River Bluff Ranch PUD 4th Addition

Parcel "A" (27276.9050 & 27276.9051) and Parcel "C" (27266.9088) of Recorded Survey Book of Surveys 128, Pages 81A, 82A and 83A, recorded under AFN 5771340

PARCEL "C" (27263.9076) OF SURVEY RECORDED APRIL 19, 2006 UNDER RECORDING NO. 5368761 IN BOOK 121 OF SURVEYS, PAGES 71 AND 72

Full Lot considered Ranch Lot(s):

Block 4, River Bluff Ranch PUD

Block 1, Lots 1 and 2, River Bluff Ranch PUD 2nd Addition

EXHIBIT "D"
**TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF RIVER BLUFF RANCH**

CURRENT LIST OF NON-VOTING MEMBER PROPERTIES

Block 4 Lot 1 and Block 4 Lot 2, River Bluff Ranch PUD,

PARCELS "B", "C" and "D" (27263.9081; 27263.9082; 27263.9083) of Record of Survey recorded in Auditor's Office in Book 152 of Surveys on page 58 – 59, on September 12, 2013 under Spokane County Auditor's File No. 6247348, Situate in the County of Spokane, State of Washington.