



**AFTER RECORDING RETURN TO:**

River Bluff Ranch  
4425 W. Lookout Mountain Lane  
Spokane, WA 99208

**SECOND AMENDMENT TO  
DECLARATION ESTABLISHING COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS OF  
RIVER BLUFF RANCH**

---

Declarant: Riverbluff Land Company, LLC

Amends: AFN 4686883

Other Related documents: AFN 5181720; AFN 5181719 & 5564176 (Annexations)

---

The undersigned, representing more than 67% of the combined voting power of the Owner Member and Declarant Member classes of the River Bluff Ranch Association, and pursuant to the provisions for Amendment of Declaration in Section 9.4 of that certain Declaration Establishing Covenants, Conditions, Restrictions, Reservations, and Easements of River Bluff Ranch recorded February 6, 2002 under Auditor's File No. 4686883, as amended February 17, 2005 under Auditor's File No. 5181720 (hereafter "Declaration") hereby amend said Declaration as follows:

Sub-section 1.25 is deleted in its entirety and replaced as follows:

" 1.25 Property shall mean specifically: 1) any portion of the real property described in Exhibit "A" of this Declaration for which a final plat or declaration of annexation has been recorded; and 2) any additional real property made subject the terms of this Declaration pursuant to a recorded declaration of annexation."

Sub-section 3.42, as previously amended, is deleted in its entirety and replaced as follows:

" 3.42 Declarant Membership – Declarant Membership shall be that held collectively by Declarant (or its successors-in-interest). Declarant Member shall be entitled to one (1) vote, plus one (1) vote for each Lot owned by Declarant upon which exists a completed dwelling that is subject to regular assessments. Declarant Membership shall be converted to Owner Membership when Declarant no longer owns property within the Project other than completed dwellings subject to regular assessments."

Sub-section 4.1, amended to reword the last sentence to read: "... No Owner of a Lot may use claim of waiver of use or enjoyment or abandonment of the Lot to avoid liability for an assessment made by the Board."

A new Sub-section 4.7 is added to read as follows:

**“4.7 Water. The Association is responsible for the costs related to the maintenance, repair and replacement of exempt domestic wells, pumps, reservoirs and related components, and shall levy assessments for such costs together with the obligations of the Association in its stand by water provisioning arrangement with River Bluff Water System, all as determined by the Board in accordance with the Bylaws. The Association bears no responsibility for water related costs for Lots for which there is no access to an exempt well and for which water is provided exclusively to that Lot as a direct customer of River Bluff Water System. In the case of any Lot supplied by an exempt well, but which afterward contracts directly with River Bluff Water System to be their primary water supplier in lieu of participating in the Association’s stand by water arrangement with River Bluff Water System, the Board may exempt such Lot from the Association’s water related assessments in exchange for relieving the Association of any water related responsibility, under terms determined by the Board.”**

Sub-section 9.4 is deleted in its entirety and replaced as follows:

**“ 9.4 Amendment of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amendment is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated.**

This Declaration may be amended, terminated or waived as follows:

Until the voting power of the Owner Member class exceeds 83, by an instrument signed both by Declarant and by Owners holding at least fifty-one percent (51%) of the voting power of the Owner Member class;

after the voting power of the Owner Member class exceeds 83, by an instrument signed by at least sixty-seven percent (67%) of the voting power of the Owner Member class;

or, after December 31, 2020, if Declarant is no longer actively involved in the development of the Project, by an instrument signed by at least sixty-seven percent (67%) of the voting power of the Owner Member class even if the voting power of the Owner Member class does not exceed 83.

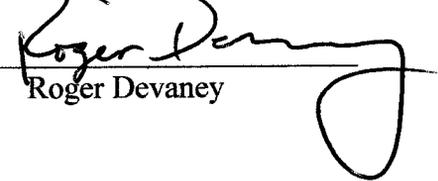
No such amendment, termination, or waiver shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington.”

SIGNED AS OF THIS 7<sup>th</sup> DAY OF April 2010

DECLARANT: Riverbluff Land Company, LLC

By:   
Christopher L. Heftel, president

OWNER MEMBERS:

By:   
Roger Devaney

I, Roger Devaney, on behalf of the Board of River Bluff Ranch Association, certify that I have received written approval of this Amendment by signatures representing 27 votes of Owner Members.

STATE OF WASHINGTON )

: ss.

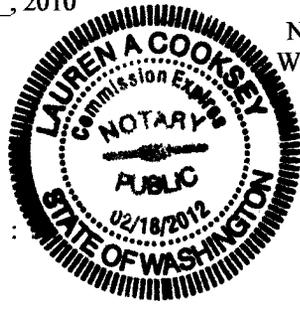
County of Spokane )

I certify that I know or have satisfactory evidence that Christopher L. Hefel signed this instrument and on oath stated that he was authorized as president of Riverbluff Land Company, 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 7 day of April, 2010

Lauren A. Cooksey  
NOTARY PUBLIC in and for the State of  
Washington, residing at 12128 N. Division

My appointment expires 2/18/12.



STATE OF WASHINGTON )

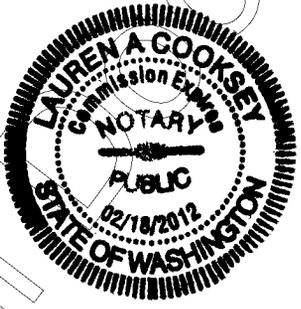
County of Spokane )

I certify that I know or have satisfactory evidence that Roger Devaney signed this instrument and on oath stated that he was authorized as a Board Member 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 7 day of April, 2010

Lauren A. Cooksey  
NOTARY PUBLIC in and for the State of  
Washington, residing at 12128 N. Division

My appointment expires 2/18/12.



Unofficial Document