

4656393  
Page: 1 of 18  
11/20/2001 02:24P  
Spokane Co WA

AFTER RECORDING MAIL TO:

NAME RIVER BLUFF RANCH

ADDRESS 4425 W. LOOKOUT MOUNTAIN LN #A

CITY/STATE SPOKANE, WA 99208

14

DOCUMENT TITLE(S): (OR TRANSACTIONS CONTAINED THEREIN)

1. DECLARATION OF COVENANTS
- 2.
- 3.
- 4.

**First American Title Insurance Company**

147445-KS

*(this space for title company use only)*

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

ADDITIONAL NUMBERS ON PAGE OF DOCUMENT

GRANTOR(S): (LAST NAME FIRST, THEN FIRST NAME AND INITIALS)

1. RIVERBLUFF LAND COMPANY, LLC
- 2.
- 3.
- 4.
5. ADDITIONAL NAMES ON PAGE OF DOCUMENT

GRANTEE(S): (LAST NAME FIRST, THEN FIRST NAME AND INITIALS)

1. PROPERTY OWNERS
- 2.
- 3.
- 4.
5. ADDITIONAL NAMES ON PAGE OF DOCUMENT

ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS: (I.E. LOT/BLOCK/PLAT OR SECTION/TOWNSHIP/RANGE/QUARTER/QUARTER)

COMPLETE LEGAL DESCRIPTION IS ON PAGE 13 OF DOCUMENT

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

27271.9026,27274.9019,27274.9020,27274.9021,27275.9017,27276.9025,27271.9015

**NOTE: THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION ON THE FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.**



DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND MUTUAL EASEMENTS  
OF  
RIVER BLUFF ESTATES II  
SPOKANE, WASHINGTON

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain property in county of Spokane, State of Washington known as River Bluff Estates II, described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property", and

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

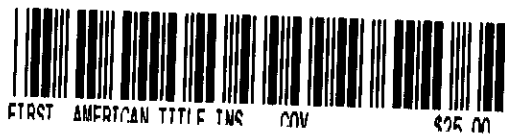
NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing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

ARTICLE 1

DEFINITIONS

Definitions.

1.1 "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 may not be limited to River Bluff Lane, and the entrance gate and landscaping on River Bluff Lane at the north end of Dorsett Road, both of which, as of the date of this Declaration, have been maintained by the Original River Bluff Estates.



- 1.2 **“Declarant”** shall mean Riverbluff Land Company, LLC as owner, and Naberhood 21, LLC as developer, and their respective successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing Lots in the Project.
- 1.3 **“Developer”** shall mean Naberhood 21, LLC, its successors-in-interest and assigns with respect to the Project.
- 1.4 **“Lot”** shall mean any particular and separately designated parcel of land (1) upon which a Dwelling legally may be constructed and (2) which is subject to this Declaration. The term “Lot” shall not, however, include land reserved for future development.
- 1.5 **“Owner”** or **“Owners”** shall mean the person or persons entitle to possession of a Lot by virtue of deed, contract or operation of law, but not by virtue of lease or rental agreement.
- 1.6 **“Project”** shall mean the residential development and associated improvements known as River Bluff Esates II.
- 1.7 **“Original River Bluff Estates”** shall mean that certain real property and its owners located west of the Property in Township 26 N, Section 3, which are subject to a certain “Declaration of Protective Covenants, Conditions and Restrictions of River Bluff Estates”, together with that certain “Private Road Maintenance Agreement for River Bluff Estates”, recorded October 2, 1992 (Recording No. 9210020001), as amended.

ARTICLE 2

ANNEXATION

- 2.1 **Annexation of Additional Parcels** - Additional parcels may be annexed to the Property and become subject to this Declaration without the assent of the Association or its Members, on condition that:
  - 2.1.1 Any annexation pursuant to this Subparagraph shall be made prior to twenty (20) years from the date of recordation of this Declaration or of the Declaration of Annexation for any phase of the project.
  - 2.1.2 A Declaration of Annexation shall be recorded by Declarant (and by the Owner of the annexed parcel, if other than Declarant) covering the applicable portion of the property to be annexed. Said Declaration shall incorporate this Declaration by reference and may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration.
- 2.2 **Satisfaction of County Requirement** - Whenever Spokane County requires the acknowledgment of each Owner to effectuate the recording of an annexation, 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.

- 2.3 Effect of Annexation - Upon annexation of a new phase, the recorded Declaration of Annexation shall be incorporated herein by reference and the annexed parcel shall become a part of the Property and subject to this Declaration without the necessity of amending individual sections hereof. The Owners of the Lots in a new phase will automatically become members of the Association, and shall be entitled to all applicable benefits and subject to all applicable responsibilities associated with the membership.

### ARTICLE 3

#### ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

- 3.1 Association to Manage Project - The primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration and the maintenance of Commonly Maintained Property.
- 3.2 Membership - The Owner of a Lot shall automatically, upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as ownership ceases for any reason. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer membership to the purchaser of that Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.
- 3.3 Classes of Membership - The Association shall have two (2) classes of membership established according to the following provisions:
- 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.
- Declarant Membership - Declarant Membership shall be that held by Declarant (or its successors-in-interest) who shall be entitled to two (2) votes for each Lot owned by Declarant and to one (1) vote for each ten (10) acres of land within the Property reserved for future development.



- 3.4 Board of Directors - The affairs of the Association shall be managed by a Board of Directors. The Board shall contain at least three 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.
- 3.5 Election of Board Directors – Developer shall appoint the directors of the Board through December 31, 2003. Thereafter, a minimum of three Board Directors shall be elected by the Association Membership. Each Board Director shall be elected, and may be removed, by Owners, including Declarant, holding more than Fifty (50%) of the combined voting power of the Owner Member and Declarant Member classes. Persons serving as Directors on the Board need not be Members of the Association.
- 3.6 Bylaws – The Board shall establish Bylaws to further regulate the affairs of the Board and of the Association and its Members.
- 3.7 Architectural Control – The architectural and landscaping controls set forth in Exhibit C shall be administered by the Board.

#### ARTICLE 4

#### MAINTENANCE AND ASSESSMENTS

- 4.1 Creation of the Lien and Personal Obligation of Assessments - The Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association for Common Expenses: (1) regular assessments or charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws. The regular and special assessments, together with interest, costs, and actual attorney's fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs, and actual attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot as the time when the assessment fell due. No Owner of a Lot may be exempted from liability for the contribution toward the Common Expenses by waiver of the use or enjoyment of any part of the Project or by the abandonment of the Lot.
- 4.2 Purpose of Assessments - The assessments levied by the Association shall be used to pay for common expenses to promote the health, safety and welfare of all the Members of the Association and to preserve or enhance the value of the Lots and Commonly Maintained Property, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs and replacement of those areas and facilities owned or managed by the Association, and which must be replaced on a periodic basis. Specifically, and without



limiting the generality of the foregoing, the assessments shall be used to cover expenses of providing for the insurance for the Association, and of providing for the Association's share of the maintenance of Commonly Maintained Property.

- 4.3 Regular Assessments - The Board shall establish in the Bylaws regular assessments to be paid by Owners and Members.
- 4.4 Special Assessments - In addition to the regular assessments authorized above, the Board may levy, in any fiscal year beginning or after January 1, 2003, a special assessment for Common Expenses applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Project, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Association for:
- costs to repair damage to Commonly Maintained Property caused by the Owner, the Owner's family, or the Owner's guests; and
  - costs incurred in bringing the Owner and/or Lot into compliance with the provisions of this Declaration and the Bylaws including attorney's fees and costs.
- 4.5 Transfer of Lot by Sale or Foreclosure - Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). Such unpaid assessments shall continue to be the personal obligation of the owner of the Lot at the time the assessment came due. Any such unpaid assessments determined by the Board to be uncollectible shall be deemed to be Common Expenses collectible from all of the Lots including Lots sold or transferred pursuant to a mortgage foreclosure. In a voluntary conveyance of a Lot the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter up to the time of the grant or conveyance.
- 4.6 Enforcement of Assessment Obligations: Priorities, Discipline - If any part of any assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, the Board may establish rules for late charges. Each assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed or trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorneys or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary



penalties including actual attorneys' fees and costs and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any assessment, after notice and hearing and such other procedures as may be established in the Bylaws.

ARTICLE 5

DUTIES AND POWERS OF THE ASSOCIATION

- 5.1 Duties and Powers - In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association, through its Board of Directors, shall:
  - 5.1.1 Enforce the provisions of this Declaration and rules established by the Board, by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and the commencement of actions.
  - 5.1.2 Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.
  - 5.1.3 Establish and maintain cost sharing arrangements with the Original River Bluff Estates as appropriate.

ARTICLE 6

EASEMENTS

The following easements 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:

- 6.1 River Bluff Lane - An easement for ingress and egress and utilities over, under, along and across the 60 foot right of way more specifically described in Exhibit "B", along with a ten foot wide strip for utilities along both sides of said right of way to the extent that said ten foot strip is located within the Property.
- 6.2 Easements for Utilities and Maintenance - Easements over and under the Property for the installation, repair and maintenance of electric, gas, television receiving, data transmission, and telephone lines and facilities, such as may be hereafter reasonably required to service the Property or adjoining properties, 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.

- 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.
- 6.4 Easements for Stormwater Management - Drainage Easements and Easements for the installation, repair and maintenance of stormwater management facilities over, under, across and along those portions of any Lot constituting a Natural Drainage Channel as may be so designated in deeds or in professionally engineered stormwater plans, or as may be required by Spokane County Engineering, along with a strip of land 20 feet in width on either side of said Natural Drainage Channels, and a strip of land 20 feet in width on either side of all private lanes; 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.

#### ARTICLE 7

#### USE RESTRICTIONS

- 7.1 Lots to be Kept in Good Repair: Creation of Lien - Each Lot and all improvements thereon shall be kept in good order and repair by its Owner.
- 7.2 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 Declarant or with the express written consent of Declarant.
- 7.3 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.
- 7.4 Maintenance - Each Lot shall be well maintained
- 7.5 Animals - No animals shall be allowed for commercial purposes. The only large animals or other livestock allowed shall be horses, llamas and alpacas. No more than four (4) large animals per ten acres or two (2) large animals per five acres shall be allowed. Large animals shall not be allowed on lots less than 5 acres in size.





- 7.6 Vehicles and Equipment - No equipment or vehicle shall be parked or stored highly visible from River Bluff Lane, except for temporary purposes extending for reasonable periods of time.
- 7.7 Drainage - There shall be no material interference with established drainage patterns over any portion of a Lot unless adequate alternative provision is made for proper drainage that is first approved in writing by the Board.

## ARTICLE 8

### ARCHITECTURE AND LANDSCAPE CONTROLS

- 8.1 Architecture and Landscape Standards. The Architecture and Landscape Standards are set out in Exhibit "C" and incorporated herein by reference. The Board shall administer said standards.
- 8.2 Approval. No structure shall be erected, placed or altered on any Lot, no grading or excavation and no tree removal (except for emergency situations constituting a hazard to persons or property) or landscape construction shall take place on any Lot until appropriate plans have been submitted to the Board for approval. Whenever a decision is required by the Board, the Owner may consider to have received approval if a decision is not given within 30 days or such shorter time as provided for in the Bylaws.
- 8.3 Explanation of disapproval, effort to find alternatives. In any case where the Board 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 Board 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 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 Board 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 Board 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.

- 8.5 **Non-liability.** Neither the 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.
- 8.6 **Government Compliance.** Owners shall not undertake any construction activity on a Lot without obtaining all required government permits.
- 8.7 **Construction Completion Requirements.** Any Dwelling or other structure erected or placed on any Lot shall be completed as to external appearances, including finished painting and front yard landscaping pursuant to approved plans and specifications, all within fifteen (15) months from the date of commencement of construction.

**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, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant, 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 which shall remain in full force and effect.



- 9.4 **Amendment of Declaration.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated. This Declaration may be amended, terminated or waived by an instrument signed by Owners, including Declarant, holding at least sixty-seven percent (67%) of the combined voting power of the Owner Member and Declarant Member classes. No such amendment, termination, or waiver shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington.
  
- 9.5 **Home Owners Insurance.** All buildings must be covered by adequate insurance to fully rebuild in case of fire or other disaster and the Owner must agree immediately to rebuild, repair or remove to avoid an unpleasant and unsightly situation for the other Owners.
  
- 9.6 **Conveyance.** Each Owner accepting a deed, lease, or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, agrees for themselves, their heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference into any deed or other conveyance of all or any portion of his interest in any real property subject hereto.
  
- 9.7 **Calendar Year.** The year for record keeping and other business and related transactions of the Association shall be a calendar year.
  
- 9.8 **Limitation of Restrictions on Declarant, Covenant Not to Oppose.** Declarant, including Developer, is performing certain work in connection with the Project, including subdivision of the Property and construction of community improvement thereon. Declarant is also involved in other properties adjoining and in the vicinity of the Project, including future phases of the Project. Some of these properties are being developed separately from River Bluff Estates II, including without limitation, River Bluff Ranch and Country Hills. Some of the properties, including the Project, are interdependent for certain anticipated wildlife corridors, drainage ways, trail access, public park access, fire apparatus roads and other amenities, and may be developed pursuant to subdivision, clustering, or other ordinances now or hereafter adopted by Spokane County. The integration of master planning by Declarant for properties in and around the Project, along with completion of the work related thereto, and sale of Lots is essential to the establishment and welfare of the Project. In order for this master planning to be performed as cohesively and efficiently as possible, Owners hereby covenant to not oppose applications submitted by Declarant for land use approvals and/or permits for properties within or near the Project. Owners furthermore hereby covenant not to appeal land-use approvals and/or permits issued to Declarant by any governmental agency. These covenants shall run with the land and may be printed on deeds. Furthermore, in order that work may be completed and said Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:



- 9.8.1 Prevent Declarant, or its contractors, from doing in the Project or any Lot, whatever is reasonably necessary or advisable for the completion of the work; or
  - 9.8.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community and disposing of the same in parcels by sale lease or otherwise; or
  - 9.8.3 Prevent Declarant from maintaining such sign or signs in the Project as may be necessary for the sale, lease or disposition thereof.
  - 9.8.4 Prevent Declarant from negotiating and contracting with the Original River Bluff Estates for inclusion in a master plan.
- 9.9 **DISCLAIMER BY COUNTY.** WARNING: Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads or private driveways including associated drainage facilities, contained within or providing service to the property described in this Development. By accepting this development or subsequently allowing a building permit to be issued for property on a private road, or private driveway, Spokane County assumes no obligation for said private road or private driveway and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, or provide drainage or snow removal on a private road or private driveway or associated drainage facilities. This requirement is and shall run with the land and shall be binding upon the owner(s), their heirs, successors or assigns including the obligation to participate in the maintenance of the private road or private driveway as provided herein.

SIGNED THIS 20<sup>th</sup> DAY OF November 2001

DECLARANT:

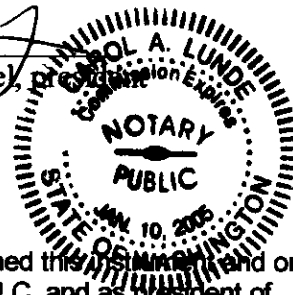
Riverbluff Land Company, LLC

Naberhood 21, LLC

By: [Signature]  
Christopher L. Heftel, president

By: [Signature]  
Christopher L. Heftel, president

STATE OF WASHINGTON )  
County of Spokane ) : ss.



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

Dated this 20<sup>th</sup> day of Nov, 2001

[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at Nine Mile Falls  
My appointment expires 10/10/05.



**4656393**  
Page: 13 of 18  
11/20/2001 02:24P  
Spokane Co WA

**EXHIBITS**

**To The Declaration of Covenants, Conditions, Restrictions and Mutual Easements of  
River Bluff Estates II**

- A. Legal Description of the Property.**
- B. Legal description of easement.**
- C. Architecture and Landscaping Standards**

Unofficial Document



4656393  
Page: 14 of 18  
11/20/2001 02:24P  
Spokane Co WA

**EXHIBIT A**

**Legal Description of River Bluff Estates II, as of November 20, 2001:**

**The North West Quarter (NW ¼) of Section Two (2), Township 26 North, Range 42 East, W.M., Spokane County, Washington,**

**EXCEPT Parcel "A" of Record of Survey recorded September 21, 1999 under Recording No. 4413995, in Volume 89 of Surveys, Pages 8, 9 and 10.**

Unofficial Document



4656393

Page: 15 of 18  
11/20/2001 02:24P  
Spokane Co WA

EXHIBIT B

An easement 60 feet in width for ingress, egress, road and utility purposes situated in the West One-Half (W ½) of Section Two (2) and the Northeast Quarter (NE ¼) of Section Three (3), all in Township 26 North, Range 42 East, W.M., Spokane County, Washington, the center line of said easement being particularly described as follows:

BEGINNING at a point on the easterly line of the Southwest Quarter (SW ¼) of Section 2, from which point the Northeasterly corner of said Southwest Quarter bears North 1°13'14" East 177.48 feet, said point also being situated on the center line of Dorset Road No. 416-60, a county road 60 feet in width;

thence from said point of beginning northerly along a tangent curve to the left the center of which bears North 88°46'40" West 510.00 feet, through a central angle of 22°00'05" and an arc distance of 195.84 feet;

thence tangent to the preceding curve North 20°46'45" West 404.64 feet; thence along a tangent curve to the left having a radius of 510.00 feet, through a central angle of 68°29'15" and an arc distance of 609.62 feet;

thence tangent to the preceding curve North 89°16'00" West 1920.20 feet to a point situated on the westerly line of said Section Two;

thence proceeding along a centerline of the 60 foot wide easement North 89°16'00" West 314.93 feet;

thence along a tangent curve to the left having a radius of 2865.14 feet, through a central angle of 8°00'00" and an arc distance of 400.05 feet;

thence tangent to the preceding curve South 82°44'00" West 146.25 feet;

thence along a tangent curve to the right having a radius of 520.91 feet, through a central angle of 60°00'00" and an arc distance of 545.00 feet; thence tangent to the preceding curve North 37°16'00" West 542.94 feet;

thence along a tangent curve to the right having a radius of 572.38 feet, through a central angle of 37°36'00" and an arc distance of 375.62 feet;

thence tangent to the preceding curve north 0°20'00" East 615.23 feet to the terminus of the herein described line, said terminus being situated on a line, the bearing of which is North 80°10'00" West;

the outer boundaries of the herein described easement are hereby forelengthened or foreshortened to intersect the last described line having a bearing of North 80°10'00" West TOGETHER WITH two spandrel shaped parcels, each having a radius of 40 feet and being tangent with the outer boundaries of the herein described easement and with the hereinabove described line having a bearing of 80°10'00" West, and both being situated beyond the outer boundaries of said easement.

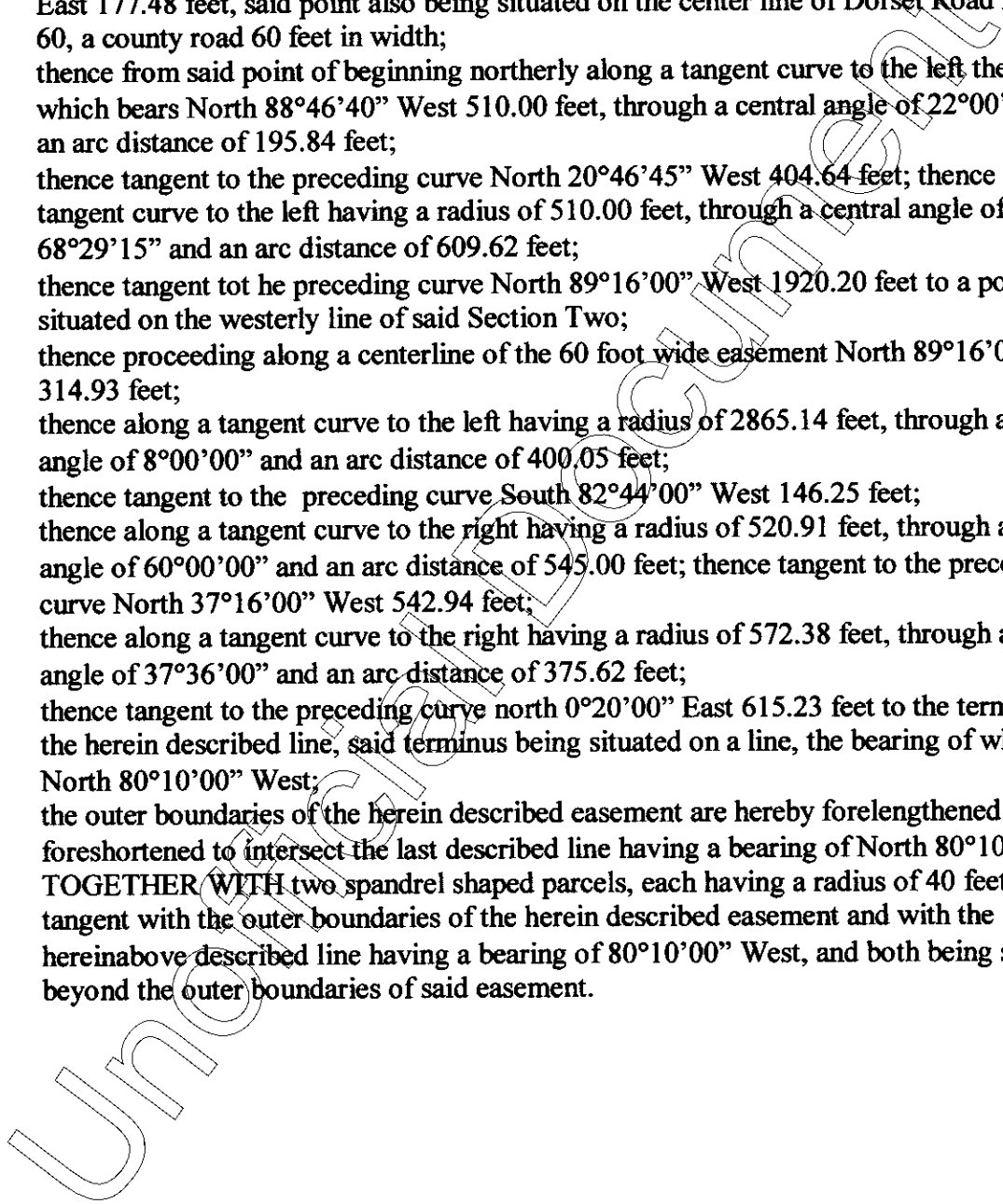




EXHIBIT C  
To The Declaration of Covenants, Conditions, Restrictions and Mutual Easements of  
River Bluff Estates II

ARCHITECTURE & LANDSCAPING STANDARDS

**Overall Criteria.** The Board shall attempt to ensure a high quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography

**Dwelling and Garage Size.** The main ground floor area, or building footprint of the Residential Dwelling on any Lot, exclusive of day-light basements and 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 finished living space on the main floor of at least 1,750 square feet.

**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.

**Set Backs.** In the case of Lots 10 acres or greater in size, no Dwelling or Outbuilding on any Lot shall be located nearer than 200 feet to the front lot lines or nearer than 50 feet to the side or rear lot lines. In the case of Lots less than 10 acres in size, no Dwelling or Outbuilding on any Lot shall be located nearer than 100 feet to the front lot lines or nearer than 25 feet to the side or rear lot lines.

**Landscaping – General.** Lots shall be maintained in a reasonable state of repair, cleanliness and neatness and free of hazards. Noxious weeds shall be kept under control. Sound forestry management practices shall be observed.

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

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





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

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

**Zone 2: "Trim and Prune"** This zone extends from zone 1, the additional distance as shown in above table. The "trim" is aimed at pre-commercial thinning, spacing the trees to at least 5 feet between live crowns. The "prune" is to eliminate ladder fuels allowing the fire to climb into the crowns. Pruning height is 8 to 10 feet. Debris is removed or reduced by either chipping, or burning. Depending on time of year, larger material may need to be treated to minimize risk of IPS beetle infestation.

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

Street Lights, Driveway Entrance. Upon construction of a Dwelling on a Lot, the Owner shall construct and maintain, at their own expense, a lit driveway entrance architecturally compatible with the external appearance of the surroundings. The lights in said driveway entrance shall be non-glare and kept lit from dusk until dawn.

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

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

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

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

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.

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 Board.

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 except, with the prior approval of the Architecture Committee, for up to twelve months during active construction of a Dwelling.

Style and Location of Outbuildings. Outbuildings shall be made of an outward architectural style appropriate in relationship to the style and location of the Dwelling on the Lot.

Unofficial Document