



**RETURN NAME AND ADDRESS**

Brook L. Cunningham  
Randall | Danskin, P.S.  
601 West Riverside, Suite 1500  
Spokane, WA 99201

Please Type or Print Neatly and Clearly All Information

**Document Title(s)**

Amended Declarations of Covenants, Conditions, Restrictions and Reservation of Easements for River Ranch on the Little Spokane

**Reference Number(s) of Related Documents**

5524697; 5592809

**Grantor(s) (Last Name, First Name, Middle Initial)**

River Ranch on the Little Spokane

**Grantee(s) (Last Name, First Name, Middle Initial)**

N/A

**Legal Description** (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

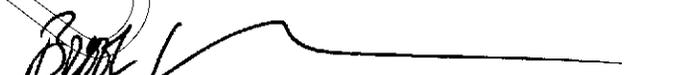
Lots 1 through 22 and Tracts A, B, and R, Block 1 of River Ranch on the Little Spokane per plat recorded in Volume 34 of Plats, pages 35-38, under Spokane Auditor's File No. 5592809

**Assessor's Tax Parcel ID Number** 38343.0401; 38343.0402; 38343.0403; 38343.0404; 38343.0405; 38343.0406; 38343.0407; 38343.0408; 38343.0409; 38343.0410; 38343.0411; 38343.0412; 38343.0413; 38343.0414; 38343.0415; 38343.0416; 38343.0417; 38343.0418; 38343.0419; 38343.0420; 38343.0421; 38343.0422

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

  
\_\_\_\_\_  
Signature of Requesting Party

AMENDED DECLARATIONS OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
RIVER RANCH ON THE LITTLE SPOKANE

This Amended Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for River Ranch on the Little Spokane ("Amended Declaration") is made this 29<sup>th</sup> day of June, 2016, by the voting members of the RIVER RANCH HOMEOWNERS ASSOCIATION, a Washington non-profit corporation (the "Association") in accordance with the existing governing documents of said Association, including that certain Declaration Establishing Covenants, Conditions, and Restrictions and Reservations of Easements for River Ranch On The Little Spokane, dated February 26, 2016 and recorded on April 19, 2007 as document number 5524697 in the Office of the Auditor in and for Spokane County, Washington (the "Existing Covenants").

WITNESSETH:

WHEREAS, N&N Holdings, LLC, a Washington Limited Liability Company (hereinafter, the "Declarant") as identified within this Amended Declaration owns more than fifty percent (50%) of the lots in River Ranch on the Little Spokane, a residential subdivision in Spokane County, State of Washington pursuant to that certain Plat recorded at pages 35-38 in Volume 34 of Plats, Spokane County, Washington (the "Development" or "River Ranch of the Little Spokane" and such recorded plat is referred to herein as the "Plat"); and

WHEREAS, the Development is known as "River Ranch on the Little Spokane," and each owner of a lot within the Development ("Owner") who shall receive fee or equitable title to an individual, residential building lot (together with the right and obligation to construct a Dwelling thereon) shall also, by virtue of such ownership be a member in the Association, and such Owners are to be bound by certain ownership, administrative, and maintenance responsibilities in respect to their lot and the property subject hereto all as set forth within this Amended Declaration (or as set forth previously in the Existing Covenants); and

WHEREAS, the Owners, including Declarant, intend by this document to amend, restate and completely supersede the Existing Covenants and to thereby impose upon River Ranch of the Little Spokane mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said lots and the Owners thereof; and

WHEREAS, the Association, upon action taken by written consent of the Owners of the Association and approved at a duly-called Special Meeting of the Owners of the Association conducted in accordance with the Existing Covenants, and having obtained the requisite vote of Owners to affect the amendment herein contemplated as required by applicable provisions of the Existing Covenants, hereby declare that all of the Lots shall be held, sold and conveyed subject to this Amended Declaration, including easements, which are for the purposes of imposing mutually-beneficial restrictions under a general plan of improvement for the benefit of the Owners of each Lot and protecting the value and desirability of the Lots and which shall run with the land and be binding on all parties having any right, title or interest in the Lots, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof; and

WHEREAS, the Association, by and through its Owners, further declares that this Amended Declaration restates and supersedes all prior Declarations of Covenants, Conditions and Restrictions of River Ranch on the Little Spokane, including the Existing Covenants, in their entirety; and

NOW, THEREFORE, the Owners, the Association and the Declarant hereby declares that all property within the Development shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following Amended Declaration for the purpose of enhancing and protecting the value and attractiveness of the property, and every part thereof, in accordance with the plan for the improvement of the property and the division thereof into a residential subdivision. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon the Owners, Declarant and their respective successors-in-interest and assigns, and all parties having or acquiring any rights, title, or interest in or to any part of the property included within the Development.

ARTICLE 1  
DEFINITIONS

1.1 "Architectural Control Committee" (hereinafter also referred to as "Committee"), shall mean and refer to the Declarant or such different, additional or replacement person(s) as the Declarant shall select. At such time as all Lots have been sold by the Declarant, the Declarant may appoint not less than three (3) of the Lot Owners for membership on the Committee, and Declarant shall have no further responsibility for the Committee or obligations relating thereto. On the first calendar year anniversary of the Declarant relinquishing its position as the Committee, the members thereof shall be replaced by a vote of not less than a majority of the Lot Owners, with each Lot being entitled to one vote, regardless of the number of individual Owners of such Lot. The members of the Committee so elected shall have terms of three years, and their successors shall be elected as described herein.

1.2 "Assessment" shall mean that portion of the Common Expenses which are to be paid by each Lot Owner as determined by the Association under this Declaration.

1.3 "Association" shall mean and refer to the River Ranch Homeowners Association, a Washington nonprofit corporation, the Members of which shall be Owners of the Lots in River Ranch on the Little Spokane and any property annexed thereto.

1.4 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.5 "Bylaws" shall mean and refer to the Amended and Restated Bylaws of the Association, as amended from time to time.

1.6 "Common Expenses" means and includes the actual and estimated expenses of administration of the Association, enforcement of this Declaration and the maintenance, repair, or replacement of those parts of the Property or Common Property for which the Association is responsible, and any reasonable reserve, for such purposes as found and determined by the Board and all sums designated Common Expenses by the Board.

1.7 "Common Property" shall mean and refer to the land, together with any improvements constructed or to be constructed thereon, described as such in Section 3.2.

1.8 "Declarant" shall mean and refer to N&N Holdings, LLC, and its successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing Lots in River Ranch on the Little Spokane.

1.9 "Declaration" shall mean and refer to this Amended Declaration, as it may be amended from time to time.

1.10 "Design Guidelines" shall mean the architectural, design, development, landscaping, and other guidelines, standards, controls, and procedures, including but not limited to, application and plan review procedures, adopted pursuant to Article 9 and applicable to the property.

1.11 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed, or to be constructed, upon any individually owned Lot in River Ranch on the Little Spokane.

1.12 "River Ranch on the Little Spokane" or "Development" shall mean and refer to the entire Property (including any property properly annexed to the Property), including all structures and improvements erected, or to be erected thereon, and sometimes referred to herein as the "Project."

1.13 "Lot" shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the Property according to the plats of record on file with the Spokane County Auditor, and sold or held for sale to members of the general public. The term Lot shall not, however, include Common Property or Remainder Parcels.

1.14 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.15 "Owner" or "Owners" shall mean and refer to the record Owner, or holder of fee or equitable title to a Lot in the Development. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner."

1.16 "Phase" shall mean and refer to a particular parcel of property which is or shall become part of the Property pursuant to the recordation of an appropriate Declaration of Annexation.

1.17 "Project Documents" means and includes this Amended Declarations as it may be amended from time to time, the exhibits attached hereto, the Plat, the Amended Bylaws of the Association, and the rules and regulations for the Members as established or amended from time to time.

1.18 "Property" or "Properties" means and includes the real property covered by the Existing Covenants and this Amended Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with River Ranch on the Little Spokane.

1.19 "Remainder Parcel" shall mean and refer to the separately designated parcels within the Development, which are reserved as open space.

ARTICLE 2  
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property Hereby Subject to This Amended Declarations. The real property which is, by the recording of this Amended Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Amended Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Amended Declaration, including the real property described in Exhibit "A", attached hereto and by this reference made a part hereof, and any property properly annexed.

2.2 Other Property. Only the real property described in Section 2.1 above is hereby made subject to this Amended Declaration; provided, however, by one or more Declarations of Annexation, Declarant shall have the right, but not the obligation, to subject other real property to this Amended Declarations.

ARTICLE 3  
DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND  
CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

3.1 Description of River Ranch on the Little Spokane. River Ranch on the Little Spokane consists of the Property with the residential dwellings and all other improvements and systems located, or to be located thereon, regardless of the ownership thereof.

3.2 Common Property. The Common Property shall consist of the following:

- (a) Drainage tracts or easements that are designated on the Plat and the drainage facilities constructed thereon;
- (b) Entry gate to Property, which may include an intercom;
- (c) Entry landscaping to Property;
- (d) Private roads; and
- (e) Other property which is not owned by the Association.

3.3 Maintenance of Common Property. The Declarant shall construct all improvements on the Common Property. Thereafter, the Association shall maintain, restore, and/or replace the improvements on said Common Property. The Association shall also maintain all drainage facilities and private roads in accordance with plans on file with the Spokane County Engineer.

3.4 Other Common Property. Declarant reserves the right to convey additional Common Property to the Association. If such a conveyance occurs, the Association shall maintain said property in accordance with Section 3.3.

ARTICLE 4  
ASSOCIATION, ADMINISTRATION, MEMBERSHIP  
AND VOTING RIGHTS

4.1 Association to Manage River Ranch on the Little Spokane. The Owners of all the Lots covenant and agree that the administration of River Ranch on the Little Spokane shall be in accordance with the provisions of this Amended Declaration and the Amended and Restated Bylaws of the Association, subject to the standards set forth in this Amended Declaration and all applicable laws, regulations, and ordinances of any governmental, or quasi-governmental body, or agency having jurisdiction over River Ranch on the Little Spokane. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the covenants and restrictions set forth in this Amended Declaration and maintenance of Common Property.

4.2 Conflicts. In the event that there is a conflict between a provision of this Amended Declaration, a mandatory provision of the Articles of Incorporation, a mandatory provision of the laws of the State of Washington, or the Amended and Restated Bylaws, as amended from time to time, then such conflict shall be resolved by giving priority to the mandatory provision of the laws of the State of Washington, then this Amended Declaration, then the mandatory provision of the Articles of Incorporation and then the Amended and Restated Bylaws, in that order.

4.3 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 such ownership ceases for any reason, at which time such Membership in the Association shall automatically cease and by virtue of any transfer by an Owner such membership shall be transferred to subsequent Owner. Membership shall be in accordance with this Amended Declaration and the Amended and Restated Bylaws of the Association as amended from time to time.

4.4 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his 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 transferor be null or void.

4.5 Classes of Membership. The Association shall have two (2) classes of voting membership established according to the following provisions:

4.5.1 Class A Membership. Class A Membership shall be that held by each Owner of a Lot other than Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned upon expiration of Class B Membership. 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 (1) vote for each Lot and any vote or action of either of such multiple Owners shall be deemed the vote of all such Owners.

4.5.2 Class B Membership. Class B Membership shall be that held by Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each Lot owned by Declarant; provided, that Class B Membership shall be converted to Class A Membership and forever cease to exist on the occurrence of whatever of the following is first in time: (a) when the last Lot is sold by Declarant; or (b) on the fifteenth (15<sup>th</sup>) anniversary of the recordation of the Existing Covenants.

4.6 Voting Requirements. Except where otherwise expressly provided in this Amended Declaration or the Amended Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (both classes) of the Association.

4.7 Commencement of Voting Rights. Voting rights attributable to any Lot shall not vest until that Lot shall also be subject to Assessment obligations to the Association, pursuant to Article 5 below.

4.8 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 Amended and Restated Bylaws of the Association as the same are amended from time to time.

4.9 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established, and which shall conduct regular and special meetings according to the provisions of the Amended and Restated Bylaws of the Association as the same are amended from time to time.

## ARTICLE 5 MAINTENANCE AND ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within River Ranch on the Little Spokane, except as provided in Paragraph 5.9, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments or charges for Common Property maintenance, repair and replacement, and (2) Special Assessments for capital improvements, expenses incurred in the enforcement of this Amended Declaration, and other expenses incurred by the Association, such assessments to be established and collected as provided herein and in the Amended and Restated Bylaws of the Association as the same are amended from time to time. The Regular and Special Assessments, together with interest, costs, and actual attorneys' fees incurred in the enforcement thereof, 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 attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. No Owner of a Lot may exempt himself from liability for the contribution toward any Assessments by waiver of the use or enjoyment of any part of River Ranch on the Little Spokane or by the abandonment of his Lot.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes herein expressly stated and to promote the health, safety, and welfare of all the residents of River Ranch on the Little Spokane, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs, and replacement of those areas and facilities owned and 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 administering the Association, of enforcing the covenants, conditions, and restrictions of the Amended Declarations, of providing for the insurance for the Association, and of providing for the maintenance, repair, and replacement of Common Property.

5.3 Regular Assessment. The Regular Assessment per Lot shall initially be \$125.00 per month. Thereafter, the Board shall determine and fix the amount of the Regular Assessment against each Lot at least sixty (60) days in advance of the beginning of each fiscal year.

5.4 Special Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, a Special Assessment 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 River Ranch on the Little Spokane, 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 incurred in bringing that Owner and his Lot into compliance with the provisions of this Amended Declaration and the Amended and Restated Bylaws, including attorneys' fees and costs.

5.5 Allocation of Assessments. Each Lot, except as provided in Paragraph 5.9, shall bear an equal share of each regular and special assessment (except for special assessments imposed against an individual Lot and its Owner under the preceding subparagraph).

5.6 Date of Commencement of Assessment Due Dates; Changes in Assessment. The Regular Assessment provided for herein shall commence as to each Lot in River Ranch on the Little Spokane (or any Phase thereof) owned by any owner other than Declarant on the first day of the calendar month following the recording of this Amended Declaration and as to Lots owned by the Declarant on the first day of the month following closing of the sale of each Lot in River Ranch on the Little Spokane (or Phase thereof). Due dates of the Assessments and the amounts of the Regular Assessment for each calendar year shall be established annually by the Board of Directors and be set forth in an annual notice.

5.7 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 dues or charges shall be deemed to be Common Expenses collectible from all of the Lots including the Lot(s) owned by such mortgagee. 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 for such grantor's share of the Assessments and Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any assessments in excess of the amount set forth in the statement; provided, however, the grantee shall be eligible for any such Assessment becoming due after the date of any such statement.

5.8 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 thirty (30) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) sums shall be assessed for each month, or fraction thereof, from the due date until the assessment and all late charges are paid. Each such unpaid Assessment shall accrue interest at twelve percent (12%) per annum. 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 attorney, or other person authorized by this Amended 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 in deeds of trust, or 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 Assessments and Common Expenses, rent and attorneys' 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 (including voting rights) of a Lot Owner who is in default in payment of any assessment, after notice and hearing according to the Amended and Restated Bylaws.

5.9 Exempt Property. Notwithstanding any other provision included in this Article 5, the following Property, which is otherwise subject to this Amended Declarations, shall be exempt from all Assessments:

(a) All Lots or property owned by Declarant, except that in the event the amount of the Regular Assessment for each fiscal year is less than the actual costs of Common Property maintenance, repair and replacement, and the Association does not issue a Special Assessment therefore, Declarant shall pay said difference as an Assessment. The Association shall advise the Declarant of said difference in writing within thirty (30) days of the fiscal year end and Declarant shall pay said Assessment within fifteen (15) days of receipt of said notice.

(b) Any Lot which is annexed to the Property by a Declaration of Annexation, except that once a Dwelling is constructed on said Lot; the Lot shall be subject to assessments.

(c) Common Property, except that once a Dwelling(s) is constructed on said parcels, the Lot(s) shall be subject to assessments.

## ARTICLE 6 DUTIES AND POWERS OF THE ASSOCIATION

6.1 Duties and Powers. In addition to the duties and powers enumerated in RCW 64.38, the Association, the Amended and Restated Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

6.1.1 Expend Association funds to maintain, repair, replace, and manage all Common Property and all property that may be acquired by the Association and to enforce this Amended Declaration.

6.1.2 Enforce the provisions of this Amended Declarations by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and the commencement of actions.

6.1.3 Maintain such fidelity bonds and policy or policies of insurance as are required by applicable law or this Amended Declaration, or as the Board deems necessary or desirable, in furthering the purposes of and protecting the interests of the Association and its Members.

6.1.4 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, subject to the Amended and Restated Bylaws and restrictions imposed by any governmental, or quasi-governmental, body or agency having jurisdiction over River Ranch on the Little Spokane.

6.1.5 Adopt reasonable rules not inconsistent with this Amended Declarations, or the Amended Bylaws relating to the use of particular areas within the Development, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.

6.1.6 Establish one or more checking or savings accounts in the name of the Association with any bank, savings Association or credit union doing business in Spokane County, Washington and designate signatories thereon.

6.1.7 Ensure the Association complies with the provisions of the storm water facility and private road plans on file with Spokane County.

#### ARTICLE 7 UTILITIES

7.1 Owners' Rights and Duties. The rights and duties of the Owners of Lots within River Ranch on the Little Spokane with respect to utilities shall be as follows:

7.1.1 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within River Ranch on the Little Spokane, which connections, or any portion thereof, is in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owners of any Lots served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots or to have the utility companies enter upon the Lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

7.1.2 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within River Ranch on the Little Spokane, 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 his Lot.

7.2 Easements for Storm water, Utilities and Maintenance. Easements over and under the Property for the installation, repair, and maintenance of drainage facilities, sanitary sewer, water, electric, gas, and telephone lines and facilities, 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 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.

7.3 Reservation of Easements. Declarant hereby reserves and creates a non-exclusive easement over, under, upon and across the private common roadways, drainage systems or courses and retention ponds, contained on the Property. Declarant further reserves the right to make further grant of easements for use of said private common roadways, drainage systems or courses, for the benefit of property owned by the Declarant.

7.4 Underground Utilities. In the interest of public health and safety, and in the interest of avoiding the presence of unsightly poles and structures, all utilities to be installed within River Ranch on the Little Spokane shall be buried in accordance with applicable laws.

ARTICLE 8  
COVENANTS FOR MAINTENANCE AND CONSTRUCTION

8.1 Lots to be Kept in Good Repair. Each Owner shall keep all Lots owned, and all improvements thereon, in good order and repair, including, but not limited to, the painting (or other appropriate external care) of all buildings and other improvements. The maintenance of any Lot and all structures, parking areas, landscaping, including the grass surface areas of the drainage retention ponds, and other improvements thereon, shall be the sole responsibility of the Owner thereof, subject to the rights of the Association herein granted to enforce such obligations.

8.2 Building and Landscaping Requirements and Restrictions.

8.2.1 Any residence or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting, within twelve (12) months after the date of commencement of construction. All front yards and landscaping, measured to the edge of the private road, including side yards of corner Lots fronting or abutting roadways, must be completed within sixty (60) days of completion of construction of the Dwelling. In the event of undue hardship due to weather conditions, these time requirement for completion may be extended for a reasonable period of time upon written approval of the Declarant. The front yard shall be measured from a line coinciding with the front wall of the main Dwelling, exclusive of any garage projections, to the street. All side and rear yard landscaping must be completed within twelve (12) months from completion of the construction of the Dwelling.

8.2.2 All Dwellings and any other structures shall be constructed by a licensed general contractor.

8.2.3 Setback requirements for all Lots shall be as provided in applicable laws, rules, regulations or ordinances of Spokane County.

8.2.4 Fences constructed on any Lot shall be in accordance with the applicable laws, rules, regulations or ordinances of Spokane County. The type of fence must be approved by the Architectural Control Committee prior to construction to ensure that the type of fence is consistent with those fences constructed in River Ranch on the Little Spokane.

8.2.5 Exterior surfaces will be of materials that are compatible with the surrounding natural landscape. Natural materials are required, such as wood siding or fiberboard, cedar shingles, stone or brick. Plastic siding or plywood siding is prohibited for any exterior building surfaces. All roofing materials must be tile, wood shingles or shakes or architectural composition roofing with a rating of 235 pounds per square foot, or greater.

8.2.6 Each Dwelling shall have a fully-finished and enclosed minimum square feet of living area on its ground floor, exclusive of open porches, decks, terraces, garages and basements, of at least 2,000 above grade square feet. One story and multi-story Dwellings are permitted. Split level Dwellings are prohibited. The

maximum building height of a residence on a Lot shall not exceed thirty-five (35) feet at any point, measured from the grade at which the natural contour of the ground comes in contact, at such point, with the Dwelling, nor shall any outbuilding or other authorized structure be more than twenty (20) feet in height, similarly measured.

8.3 Public Roads Providing Access to Property. Access to the Property is provided by public roads. If Spokane County forms a Road Improvement District or similar district to improve the Roads, each Owner agrees to participate in funding such improvements, as required by Spokane County.

## ARTICLE 9 ARCHITECTURAL CONTROL

9.1 Approval of Plans by Architectural Control Committee. No landscaping shall be placed on any Lot in the Property, no building, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein or thereto including but not limited to repainting of the exterior be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external landscape and external design, color and location in relation to surrounding structures and topography by the Architectural Control Committee.

9.2 Specification of Reasons of Disapproval. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

9.2.1 The failure of such plans or specifications to comply with any of the River Ranch on the Little Spokane restrictions or Rules as the same may be adopted or amended from time to time, including but not limited to any Design Guidelines adopted by the Architectural Control Committee.

9.2.2 Failure to include information in such plans and specifications as may have been reasonably requested.

9.2.3 Objection to the exterior design, appearance, color or materials of any proposed structure.

9.2.4 Incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the Project.

9.2.5 Objection to the location of any proposed structure upon any Lot or with reference to other Lots in the Project.

9.2.6 Objection to the grading plan for any Lot.

9.2.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure.

9.2.8 Any other matter which, in the judgment of the Architectural Control Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of River Ranch on the Little Spokane or with structures or uses located upon other Lots in the Development.

In any case where the Architectural Control 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 Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

9.3 Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications and identify the Lot involved and the following information about the proposed structure:

9.3.1 The location of the structure on the Lot;

9.3.2 The elevation of the structure with reference to the existing and finished Lot grade;

9.3.3 The general design with scale;

9.3.4 The interior layout;

9.3.5 The exterior finish materials and color, including roof materials;

9.3.6 The landscape plan, in addition to all other provisions regarding landscaping on the individual Lots as is stated in this Declaration, the following provisions shall apply:

9.3.6.1 Either at the time the Dwelling is to be constructed, or the landscaping is installed if it will occur after the Dwelling is constructed, the builder and/or Owner shall submit a landscaping plan to the Architectural Review Committee stating the details of the landscaping contemplated;

9.3.6.2 Each Lot's landscaping plan shall contain a minimum of the following: (1) a drawing to scale showing location of landscaping to be completed for the front and side yards; and (2) a description of all materials to be used; and (3) a general depiction of the location of trees or groups of trees which are to remain.

9.3.6.3 In reviewing the landscaping plans submitted, the Architectural Control Committee shall reasonably attempt to insure that the requested approval for landscaping and materials is consistent with the quality, quantity and attractiveness of landscaping and materials generally found in other housing developments similar to River Ranch on the Little Spokane; and

9.3.6.4 The Architectural Control Committee is authorized but not required to establish certain minimum criteria for approval of landscaping plans if desired but it is a fundamental requirement that "Landscaping" as used hereinabove shall require more than just grass and a sprinkler system, and shall require usage of shrubbery, trees, bark, rock, and other similar materials commonly used in above average residential landscaping and that landscaping shall be performed by a qualified landscaping contractor except as allowed by the Architectural Control Committee.

9.3.7 Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

9.3.8 Appropriate provision for storm water drainage shall be incorporated into each Lot and approved by the Committee. It is the sole responsibility of the Owner to provide appropriate protection for his Dwelling for storm water or other drainage.

9.4 Plan Check Fee. All applicable individuals submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee of \$100.00 will be charged to review plans and specifications for Dwellings. A fee of \$25.00 will be charged for the review of other structures. Such fees may be increased by the Association from time to time. Dwelling plan check fees will be waived if the Dwelling is constructed within twelve (12) months from the date of purchase of the Lot. The plan check fees for other structures will be waived if such plans are submitted to the Committee within twelve (12) months of the date of initial occupancy of the Dwelling.

9.5 Approval Procedures. Within fifteen (15) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Amended Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. The Committee shall have the discretion to, instead of approving or disapproving the plans and specifications submitted, choose not to respond. In the event that there is no response (approval or disapproval) within fifteen (15) days of submission, copies of plans and specifications shall be personally served on the Owners of adjoining Lots within the Property together with a statement to the effect that (1) the plans and specifications have been submitted to the Committee, (2) fifteen (15) days have passed since the date of the submission and no response has been given to the plans and specifications by the Committee, and (3) unless a legal action by the Owners to enjoin the construction pursuant to the submitted plans and specifications is filed within ten (10) days after receipt of the delivered copies, construction will be commenced pursuant to the plans and specifications. If no legal action to enjoin the construction is commenced within ten (10) days of serving of the copies of the submitted plans and specifications to adjoining property owners, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the submitted plans and specifications may be commenced.

9.6 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 Architectural Review Committee pursuant to the provisions of this Article 9, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 9 and without the approval required herein, and upon fifteen (15) days' written notice from the Architectural Review Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

9.7 Requirements for Subsurface and Surface Drainage. Owners must comply with Spokane County or applicable agency or governmental regulations for subsurface and surface drainage.

9.8 Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee

has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Committee shall be held harmless in the event that a structure which is authorized fails to comply with relevant building and zoning requirements. No person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans or specifications which are approved by the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee.

9.9 Mandatory Reconstruction. All buildings must have adequate insurance to fully rebuild in case of fire or other disaster, and the Owner shall immediately rebuild or repair within one hundred eighty (180) days of the fire or other disaster.

9.10 Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour, upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect the Lot and structure to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon, and across the residential Lots for the purpose of making and carrying out such inspections.

9.11 Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact the overall appearance of the development, (2) impair the development of the subdivision or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variation shall only be granted if the Committee determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

9.12 Non-Liability of Committee Members. Neither Architectural Control Committee nor any member thereof shall be liable to the Association or to any Owner to any Lot for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder. The Association and each Owner hereby voluntarily and knowingly fully and irrevocably waive any claims or liabilities they may have now, heretofore or hereafter, against the Architectural Control Committee and its members.

## ARTICLE 10

### USE RESTRICTIONS: GENERAL COVENANTS

10.1 Governmental Regulation; Strictest Standards Control. Restrictions contained herein shall not be construed as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, 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 or River Ranch of the Little Spokane Amended Declaration shall be taken to govern and control.

10.2 Restriction Against Manufacturing or Commercial Enterprise. No trade, craft, business, commercial, or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot, or within any building located on a Lot. No goods, equipment, materials, supplies or vehicles (including buses, trucks and trailers of any description) used in connection with any trade, service or business whatever the same may be conducted, shall be kept, parked, stored, dismantled or repaired outdoors on any residential Lot or on any street with River Ranch on the Little Spokane. Nothing shall be done on any Lot

which may be construed, however, as preventing the maintenance of a home office such as, but not limited to, insurance, accounting or real estate, provided that such home office does not result in increased traffic and/or parking issues. Signs for home offices are prohibited.

10.3 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.

10.4 Restriction Against Subdividing. No Lot shall be split, divided, or subdivided for sale, resale, or gift for the purpose of creating another building site.

10.5 Disposable Items. 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 Property. Garbage and similar solid waste shall be kept in sanitary containers suited for such purpose.

10.6 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the Property for sale or rent, and two large signs used by the Declarant to advertise the Property during the construction and sales period. This includes political signs and advertising signs. Monument signs designating the entrance to River Ranch on the Little Spokane are expressly permitted.

10.7 Animals.

10.7.1 No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot. Cats, dogs, birds or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose. All animal waste, including that disposed on any Lot, street, or Common Property in River Ranch on the Little Spokane, shall be immediately cleaned by the animal's Owner and be properly disposed of in a waste receptacle.

10.7.2 No Owner shall have more than 2 dogs or cats. Any animals not restricted shall be properly sheltered and cared for.

10.8 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10.9 Recreational Vehicles and Equipment. Recreational vehicles, including campers, toppers, motor homes, camp trailers, boats, motorcycles, snowmobiles and the like, must be stored in an enclosed garage.

10.10 Vehicles. No vehicle in excess of 6,000 pounds gross weight may be kept, parked or stored on any residential Lot. No vehicle (including campers, motor homes, boats, trucks and trailers of any description) may be dismantled or repaired outdoors on any residential Lot.

ARTICLE 11  
GENERAL PROVISIONS

11.1 Enforcement. 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 Amended Declarations, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party in any such proceeding shall be entitled to an award of attorneys' fees and costs. 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.

11.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 Amendment. The covenants and restrictions of this Amended Declaration shall run with and bind the land, for a term of ten (10) years from the date this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended at any time by a seventy-five percent (75%) affirmative vote of Association Members as provided in Article 4. No waiver, termination, amendment, or modification shall be effective until a proper instrument in writing shall be executed by the Association and recorded in the office of the Auditor for the County of Spokane, State of Washington. This Amended Declaration may be amended by the Declarant, without a vote as provided in Article 4, at any time for a period of three (3) years from the date this Amended Declaration is recorded or until the last Lot is sold, whichever occurs first, as it deems appropriate for the betterment of River Ranch on the Little Spokane.

11.4 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 this Amended Declaration, for himself, his heirs, successors and assigns, agrees to observe, perform and be bound by this Amended Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any Lot subject hereto.

11.5 Exceptions. Exceptions to any of the above-listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of this Amended Declaration.

11.6 Protection of Declarant. Notwithstanding any other provision of this Amended Declaration, the prior written approval of Declarant, as developer of the property, will be required before any amendment which would impair or diminish the rights of Declarant to complete the property or sell or otherwise dispose of Lots therein in accordance with this Amended Declarations shall become effective. This provision shall terminate upon the sale of the last Lot.

11.7 Calendar Year. The fiscal year for record keeping and other business and related transactions of the Association shall be a calendar year.

11.8 Limitation of Restrictions on Declarant. Declarant is performing certain work in connection with the subdivision and sale of the Property and the construction of community improvements thereon. The completion of that work and sale of Lots is essential to the establishment of welfare of the Property as a residential community. In order that said work may be completed and said Property be

established as a fully occupied residential community as rapidly as possible, nothing in this Amended Declaration shall be understood or construed to:

11.8.1 Prevent Declarant, its contractors or subcontractors, from doing on the property or any Lot whatever is reasonably necessary or advisable in connection with the completion of the work; or

11.8.2 Prevent Declarant or its representatives from erecting, constructing or maintaining on any part or parts of the Property such structures including model homes as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale or otherwise; or

11.8.3 Prevent Declarant from maintaining such fences, flags, sign, or signs, on any of the Property as may be necessary for the sale or disposition thereof.

11.9 Termination of Any Responsibility of Declarant. In the event Declarant shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

11.10 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or approvals required or permitted by or from either the Declarant, the Association, or the Architectural Control Committee under this Amended Declaration, none of Declarant, the Association, or the Architectural Control Committee shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection permission, consent or approval, whether given, granted, withheld or denied.

Unofficial Document

DATED this 21 day of July, 2016.

Member/Director

Nicholas Barnes  
NICHOLAS BARNES



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 21 day of July, 2016, before me, a Notary Public in and for the said state, personally appeared Nicholas Barnes, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Emily Orellana  
Name Printed: Emily Orellana  
Notary Public in and for the State of Washington  
My Commission Expires: 8/7/18

DATED this 21 day of July, 2016.

Member/Director

Natalie Barnes  
NATALIE BARNES



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 21 day of July, 2016, before me, a Notary Public in and for the said state, personally appeared Natalie Barnes known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Emily Orellana  
Name Printed: Emily Orellana  
Notary Public in and for the State of Washington  
My Commission Expires: 8/7/18



**EXHIBIT A**

Lots 1 through 22 and Tracts A, B, and R, Block 1 of River Ranch on the Little Spokane per plat recorded in Vol. 34 of Plats, pages 35-38, under Spokane Auditor's File No. 5592809.

Unofficial Document