

DECLARATION OF COVENANT REQUIRING PRIVATE CONSTRUCTION AND MAINTENANCE OF APPROVED PRIVATE ROAD, AND DEDICATION TO THE COUNTY WHEN REQUIRED

VOL. 1116 PAGE 1481

DECLARATION OF COVENANT:

In consideration of the approval by Spokane County of SP 87-504

(hereinafter referred to as the "Development"), the undersigned covenants and agrees that:

(1) A lot is served by a private road when: (a) the only road frontage for the lot in the Development is on the private road; or (b) a lot having frontage on more than one road (public or private) constructs an approach to the private road.

(2) The owner(s) of any lot created by the Development or alteration thereof and served by a private road shall be responsible for financing the construction and maintenance of said private road.

(3) The road shall be improved consistent with Spokane County standards for private roads.

(4) Maintenance methods, standards and financing shall be in a manner determined by the owners of: (a) the majority of lots served by such private road; ~~(b) the majority of frontage of lots served by such private road; (c) the majority of square footage of lots served by such private road; or (d)~~

(A)

(5) In the event such private road is improved to Spokane County standards for public streets and the County is willing to accept the dedication of such road, each lot owner shall execute any documents necessary to accomplish such dedication.

(6) Owners of lots within the Development who are served by such road, may sue and recover damages and attorneys' fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road construction, financing, and maintenance.

(7) WARNING: Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads contained within or providing service to the property described in this Development. By accepting this Development or subsequently by allowing a building permit to be issued for property on a private road, Spokane County assumes no obligation for said private road 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, provide drainage or snow removal on a private road.

(8) This covenant and agreement shall run with the land and shall be binding upon the owner, their heirs, successors or assigns, including the obligation to participate in the maintenance of the private road as provided herein.

DATED this 5th day of JUNE, 1990.

x John H. Miller
OWNER

x Inez E. Tomlinson
OWNER

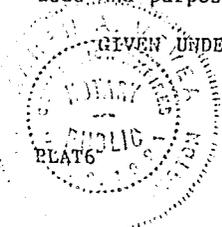
x William R. Tomlinson

STATE OF WASHINGTON)
County of Spokane)

On this day personally appeared before me John H. Miller, Inez E. Tomlinson and William R. Tomlinson known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

BEFORE ME, GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of June, 1990.

Karen A. Tomlinson
Notary Public in and for the State of Washington, residing at Spokane



"TRACT X" IDENTIFIED FUTURE PUBLIC RIGHT-OF-WAY, SUBDIVIDER'S AGREEMENT
 "AGREEMENT"

Tract X, designated upon the plat/short plat as a private road and thoroughfare, as described in the Spokane County Comprehensive Plan as a 'local access street or road' and in accordance with the standards therein, may be required for future County street, road or thoroughfare.

"(a) The owner(s), his grantees and assigns, hereby agree to dedicate Tract X to Spokane County for right-of-way and street purposes at such time as said Tract X is needed by Spokane County for that purpose. A deed conveying Tract X to Spokane County shall be executed by the owner, his grantees and assigns, and shall be delivered to Spokane County upon demand."

"(b) The owner(s) or successor(s) in interest agree to authorize Spokane County to place their name(s) on a petition for the formation of a Road Improvement District (RID) by petition method pursuant to Chapter 36.88 RCW, which petition includes the owner(s) property, and further not to object, by the signing of a ballot, the formation of a RID by the resolution method pursuant to Chapter 36.88 RCW, which resolution includes the owner(s) property. If a RID is formed by either the petition or resolution method, as provided for in Chapter 36.88 RCW, the owner(s) or successor(s) further agree: (1) that the improvements or construction contemplated within the proposed RID is feasible, (2) that the benefits to be derived from the formation of the RID by the property included therein, together with the amount of any County participation, exceeds the cost and expense of formation of the RID, and (3) that the property within the proposed RID is sufficiently developed. Provided, further, the owner(s) or successor(s) shall retain the right, as authorized under RCW 36.88.090, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of a RID by either petition or resolution method under Chapter 36.88 RCW, and to appeal to the Superior Court the decision of the Board of County Commissioners affirming the final assessment roll.

It is further agreed that at such time as an RID is created or any Road Improvement Project is sanctioned by Spokane County, the improvements required (curb, sidewalk, drainage control and paving) will be at the sole expense of the undersigned owner(s), their heirs, grantees and assigns without participation by Spokane County.

The RID waiver contained in this agreement shall expire after ten (10) years from the date of execution below. However, the owner(s) or successor(s) agree to construct the required improvements at their own expense; pay to Spokane County the then estimated cost of the required improvements to enable the County to complete the same; or furnish a bond or other secure method suitable to the County, providing for or securing to the County the actual construction of the improvements.

All of the requirements of this agreement shall run with the land and shall be binding upon the owner(s), their successor(s) or assign(s)."

"(c) Timing of the formation of said RID or other road improvement project shall be determined by Spokane County consistent with RCW 36.88. The street improvement authorized by the RID or other improvement project shall call for the improvement of Tract X and its immediate street system to at least the minimum Spokane County Road standards applicable to Tract X and the immediate street system at the time the RID, or other road improvement project, if a majority of the property owners want a higher standard, i.e. gutters, underground drainage, etc., that standard shall prevail."

"(d) Any building constructed on any parcel abutting Tract X shall be set back from the Tract X boundary by that distance which equals the set back requirements of the zone."

X Alex E. Tomlinson
 Owner

X William R. Tomlinson
 Owner

X John W. Miller

RECEIVED
FILED OR RECORDED
REQUEST OF *Greg Blessing*

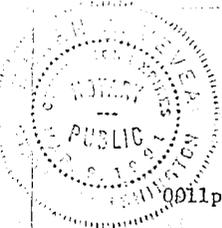
JUN 7 1 11 PM '90

STATE OF WASHINGTON)
):
County of Spokane)

WILLIAM E. DONAHUE
AUDITOR
SPOKANE, COUNTY, WASH. 15⁰⁰

On this day personally appeared before me John H. Miller, Inez E. Tomlinson and William R. Tomlinson known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of June, 1990.



Karen A. Henna
Notary Public in and for the State of Washington, residing at Spokane

Unofficial Document

686 Blessing

DECLARATION OF COVENANT REQUIRING PRIVATE CONSTRUCTION AND MAINTENANCE OF APPROVED PRIVATE ROAD, AND DEDICATION TO THE COUNTY WHEN REQUIRED

VOL. 1116 PAGE 1484

DECLARATION OF COVENANT:

In consideration of the approval by Spokane County of SP 87-504 (hereinafter referred to as the "Development"), the undersigned covenants and agrees that:

(1) A lot is served by a private road when: (a) the only road frontage for the lot in the Development is on the private road; or (b) a lot having frontage on more than one road (public or private) constructs an approach to the private road.

(2) The owner(s) of any lot created by the Development or alteration thereof and served by a private road shall be responsible for financing the construction and maintenance of said private road.

(3) The road shall be improved consistent with Spokane County standards for private roads.

(4) Maintenance methods, standards and financing shall be in a manner determined by the owners of: (a) the majority of lots served by such private road; ~~(b) the majority of frontage of lots served by such private road; (c) the majority of square footage of lots served by such private road; or (d)~~

(A)

(5) In the event such private road is improved to Spokane County standards for public streets and the County is willing to accept the dedication of such road, each lot owner shall execute any documents necessary to accomplish such dedication.

(6) Owners of lots within the Development who are served by such road, may sue and recover damages and attorneys' fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road construction, financing, and maintenance.

(7) WARNING: Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads contained within or providing service to the property described in this Development. By accepting this Development or subsequently by allowing a building permit to be issued for property on a private road, Spokane County assumes no obligation for said private road 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, provide drainage or snow removal on a private road.

(8) This covenant and agreement shall run with the land and shall be binding upon the owner, their heirs, successors or assigns, including the obligation to participate in the maintenance of the private road as provided herein.

DATED this 30 day of March, 1990

[Signature]
OWNER
Donna M. Carter
OWNER

STATE OF WASHINGTON)
)
County of Spokane)

On this day personally appeared before me Stanley R. Canter and Donna M. Canter known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act, and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of March, 1990.

[Signature]
Notary Public in and for the State of Washington, residing at Spokane

DEVELOPMENT: SP 87-504

"TRACT X" IDENTIFIED FUTURE PUBLIC RIGHT-OF-WAY, SUBDIVIDER'S AGREEMENT
 "AGREEMENT"

Tract X, designated upon the plat/short plat as a private road and thoroughfare, as described in the Spokane County Comprehensive Plan as a 'local access street or road' and in accordance with the standards therein, may be required for future County street, road or thoroughfare.

"(a) The owner(s), his grantees and assigns, hereby agree to dedicate Tract X to Spokane County for right-of-way and street purposes at such time as said Tract X is needed by Spokane County for that purpose. A deed conveying Tract X to Spokane County shall be executed by the owner, his grantees and assigns, and shall be delivered to Spokane County upon demand."

"(b) The owner(s) or successor(s) in interest agree to authorize Spokane County to place their name(s) on a petition for the formation of a Road Improvement District (RID) by petition method pursuant to Chapter 36.88 RCW, which petition includes the owner(s) property, and further not to object, by the signing of a ballot, the formation of a RID by the resolution method pursuant to Chapter 36.88 RCW, which resolution includes the owner(s) property. If a RID is formed by either the petition or resolution method, as provided for in Chapter 36.88 RCW, the owner(s) or successor(s) further agree: (1) that the improvements or construction contemplated within the proposed RID is feasible, (2) that the benefits to be derived from the formation of the RID by the property included therein, together with the amount of any County participation, exceeds the cost and expense of formation of the RID, and (3) that the property within the proposed RID is sufficiently developed. Provided, further, the owner(s) or successor(s) shall retain the right, as authorized under RCW 36.88.090, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of a RID by either petition or resolution method under Chapter 36.88 RCW, and to appeal to the Superior Court the decision of the Board of County Commissioners affirming the final assessment roll.

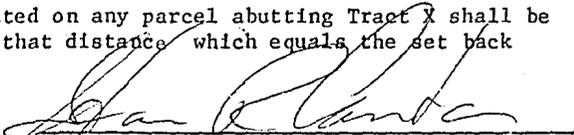
It is further agreed that at such time as an RID is created or any Road Improvement Project is sanctioned by Spokane County, the improvements required (curb, sidewalk, drainage control and paving) will be at the sole expense of the undersigned owner(s), their heirs, grantees and assigns without participation by Spokane County.

The RID waiver contained in this agreement shall expire after ten (10) years from the date of execution below. However, the owner(s) or successor(s) agree to construct the required improvements at their own expense; pay to Spokane County the then estimated cost of the required improvements to enable the County to complete the same; or furnish a bond or other secure method suitable to the County, providing for or securing to the County the actual construction of the improvements.

All of the requirements of this agreement shall run with the land and shall be binding upon the owner(s), their successor(s) or assign(s)."

"(c) Timing of the formation of said RID or other road improvement project shall be determined by Spokane County consistent with RCW 36.88. The street improvement authorized by the RID or other improvement project shall call for the improvement of Tract X and its immediate street system to at least the minimum Spokane County Road standards applicable to Tract X and the immediate street system at the time the RID, or other road improvement project, if a majority of the property owners want a higher standard, i.e. gutters, underground drainage, etc., that standard shall prevail."

"(d) Any building constructed on any parcel abutting Tract X shall be set back from the Tract X boundary by that distance which equals the set back requirements of the zone."


 Owner

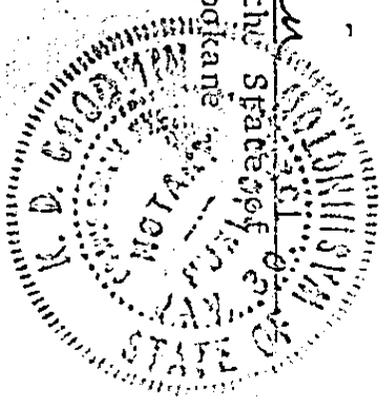

 Owner

STATE OF WASHINGTON)
 :
)
County of Spokane)

On this day personally appeared before me Robert M. Weston
known to me to be the individual(s) described in and
who executed the within and foregoing instrument and acknowledged that he/she/they
signed the same as his/her/their free and voluntary act and deed for the uses and
purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of March, 1998

[Signature]
Notary Public in and for the State of
Washington, residing at Spokane



0011P

DEVELOPMENT: SP 87-504

"TRACT X" IDENTIFIED FUTURE PUBLIC RIGHT-OF-WAY, SUBDIVIDER'S AGREEMENT
 "AGREEMENT"

Tract X, designated upon the plat/short plat as a private road and thoroughfare, as described in the Spokane County Comprehensive Plan as a 'local access street or road' and in accordance with the standards therein, may be required for future County street, road or thoroughfare.

"(a) The owner(s), his grantees and assigns, hereby agree to dedicate Tract X to Spokane County for right-of-way and street purposes at such time as said Tract X is needed by Spokane County for that purpose. A deed conveying Tract X to Spokane County shall be executed by the owner, his grantees and assigns, and shall be delivered to Spokane County upon demand."

"(b) The owner(s) or successor(s) in interest agree to authorize Spokane County to place their name(s) on a petition for the formation of a Road Improvement District (RID) by petition method pursuant to Chapter 36.88 RCW, which petition includes the owner(s) property, and further not to object, by the signing of a ballot, the formation of a RID by the resolution method pursuant to Chapter 36.88 RCW, which resolution includes the owner(s) property. If a RID is formed by either the petition or resolution method, as provided for in Chapter 36.88 RCW, the owner(s) or successor(s) further agree: (1) that the improvements or construction contemplated within the proposed RID is feasible, (2) that the benefits to be derived from the formation of the RID by the property included therein, together with the amount of any County participation, exceeds the cost and expense of formation of the RID, and (3) that the property within the proposed RID is sufficiently developed. Provided, further, the owner(s) or successor(s) shall retain the right, as authorized under RCW 36.88.090, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of a RID by either petition or resolution method under Chapter 36.88 RCW, and to appeal to the Superior Court the decision of the Board of County Commissioners affirming the final assessment roll.

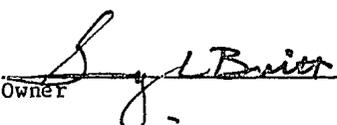
It is further agreed that at such time as an RID is created or any Road Improvement Project is sanctioned by Spokane County, the improvements required (curb, sidewalk, drainage control and paving) will be at the sole expense of the undersigned owner(s), their heirs, grantees and assigns without participation by Spokane County.

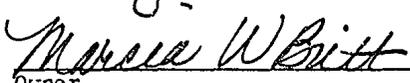
The RID waiver contained in this agreement shall expire after ten (10) years from the date of execution below. However, the owner(s) or successor(s) agree to construct the required improvements at their own expense; pay to Spokane County the then estimated cost of the required improvements to enable the County to complete the same; or furnish a bond or other secure method suitable to the County, providing for or securing to the County the actual construction of the improvements.

All of the requirements of this agreement shall run with the land and shall be binding upon the owner(s), their successor(s) or assign(s)."

"(c) Timing of the formation of said RID or other road improvement project shall be determined by Spokane County consistent with RCW 36.88. The street improvement authorized by the RID or other improvement project shall call for the improvement of Tract X and its immediate street system to at least the minimum Spokane County Road standards applicable to Tract X and the immediate street system at the time the RID, or other road improvement project, if a majority of the property owners want a higher standard, i.e. gutters, underground drainage, etc., that standard shall prevail."

"(d) Any building constructed on any parcel abutting Tract X shall be set back from the Tract X boundary by that distance which equals the set back requirements of the zone."


 Owner

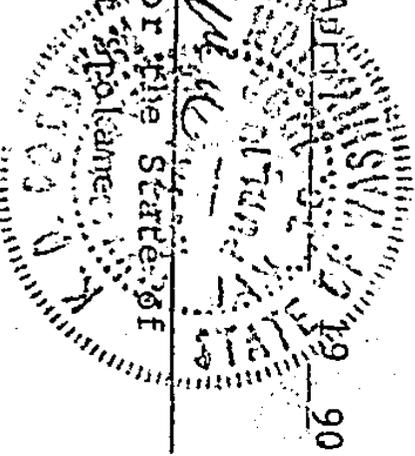

 Owner

STATE OF WASHINGTON)
 :
 County of Spokane)

On this day personally appeared before me Marcia W. Britt
known to me to be the individual(s) described in and
who executed the within and foregoing instrument and acknowledged that he/she/they
signed the same as his/her/their free and voluntary act and deed for the uses and
purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2nd day of April 1990

Marcia W. Britt
Notary Public in and for the State of
Washington, residing at Spokane



DECLARATION OF COVENANT REQUIRING PRIVATE CONSTRUCTION AND MAINTENANCE OF APPROVED PRIVATE ROAD, AND DEDICATION TO THE COUNTY WHEN REQUIRED

DECLARATION OF COVENANT:

In consideration of the approval by Spokane County of SP 87-504 (hereinafter referred to as the "Development"), the undersigned covenants and agrees that:

(1) A lot is served by a private road when: (a) the only road frontage for the lot in the Development is on the private road; or (b) a lot having frontage on more than one road (public or private) constructs an approach to the private road.

(2) The owner(s) of any lot created by the Development or alteration thereof and served by a private road shall be responsible for financing the construction and maintenance of said private road.

(3) The road shall be improved consistent with Spokane County standards for private roads.

(4) Maintenance methods, standards and financing shall be in a manner determined by the owners of: (a) the majority of lots served by such private road; ~~(b) the majority of frontage of lots served by such private road; (c) the majority of square footage of lots served by such private road; or (d)~~

(A)

(5) In the event such private road is improved to Spokane County standards for public streets and the County is willing to accept the dedication of such road, each lot owner shall execute any documents necessary to accomplish such dedication.

(6) Owners of lots within the Development who are served by such road, may sue and recover damages and attorneys' fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road construction, financing, and maintenance.

(7) WARNING: Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads contained within or providing service to the property described in this Development. By accepting this Development or subsequently by allowing a building permit to be issued for property on a private road, Spokane County assumes no obligation for said private road 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, provide drainage or snow removal on a private road.

(8) This covenant and agreement shall run with the land and shall be binding upon the owner, their heirs, successors or assigns, including the obligation to participate in the maintenance of the private road as provided herein.

DATED this 2nd day of April, 19 90

Gary L. Britt
OWNER
Marcia W. Britt
OWNER

STATE OF WASHINGTON)
)
County of Spokane)

On this day personally appeared before me Marcia W. Britt and Gary L. Britt known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2nd day of April, 19 90.

[Signature]
Notary Public in and for the State of Washington, residing at Spokane