



RETURN NAME and ADDRESS

Joe Delay
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Spokane, WA 99201-0684

Please Type of Print Neatly and Clearly All Information

Document Title(s)

Declaration of Covenant

Reference Number(s) of Related Documents

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

Stone Horse Bluff Development

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

Public

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

SW 1/4 Sec. 4 & SE 1/4 Sec.5, T. 26N., R. 43 E.

Assessor's Tax Parcel ID Number	36043.0170	36054.0184
	36043.0171	36054.0186

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 \$50.00.

Signature of Requesting Party

Spokane County Engineers
1026 W. Broadway
Spokane, WA 99260-0170
(509 477-3600

Document Title

Reference Numbers _____

**PUD
DECLARATION OF COVENANT**

Legal Description: SW¼ Sec 4, and SE¼ of Sec 5, T. 26 N. R. 43 E

Parcel Numbers: 36043.0170, 36043.0171; 36054.0184 & 36054.0186

Grantors and Grantees: Stone Horse Bluff, LLC and Grantee is Public

In consideration of the approval by Spokane County of Stone Horse Bluff. (hereinafter referred to as the "Development"), the undersigned covenants and agrees that:

1. The subdivider/sponsor will construct the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
2. 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.
3. The Stone Horse Bluff Homeowners Association or their successor in interest shall maintain the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.
4. The owner(s) of any lot created by the Development or alteration thereof and served by a private road shall be responsible for maintenance of said private road, including associated drainage facilities.
5. Maintenance financing of the private roads and associated drainage facilities shall be in a manner determined by Stone Horse Bluff Homeowners Association or their successors in interest.
6. Should the Stone Horse Bluff Homeowners Association be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the Stone Horse Bluff Homeowners Association, at the time of said termination.

7. In the event such private road including associated drainage facilities is improved to Spokane County standards for public streets, and the County is willing to accept the dedication of such road and drainage facilities, each lot owner shall execute any documents necessary to accomplish such dedication.
8. Owners of lots within the Development who are served by such road, may sue and recover damages and attorney's fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road and drainage facilities construction, financing, and maintenance.
9. **WARNING:** *Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads, and associated drainage facilities contained within or providing service to the property described in the 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 or its associated drainage facilities.*
10. Whenever the Stone Horse Bluff Homeowners Association or their successors in interest fail to maintain the drainage facilities in conformance with the approved drainage plan, a notice will be given to the Board of Directors of Stone Horse Bluff Homeowners Association or their successors in interest by the County. If not corrected after 10 days, the County has the right to correct the maintenance failure or have it corrected at the expense of the Stone Horse Bluff Homeowners Association, their successors in interest, or lots in the development.
11. Spokane County does not accept the responsibility of maintaining the drainage course on private lots within drainage easements or flood plain areas, nor the responsibility for any drainage, whatsoever, including but not limited to inverse condemnation to any properties due to the deficient construction and/or maintenance of drainage courses in drainage easements on private property.
12. 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 and drainage facilities as provided herein.

STONE HORSE BLUFF, LLC

Stone Horse Bluff LLC By Harley C. Douglass
HARLEY C. DOUGLASS, ~~OWNER~~ *Member* *Manager*
managed

Dated this 1 day of May, 2013.

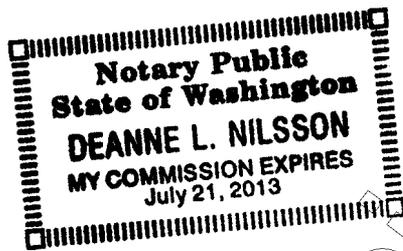
STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this day personally appeared before me HARLEY C. DOUGLASS, Manager of Stone Horse Bluff Homeowners Association, A Non-Profit Corporation, known to be to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1 day of May, 2013.

Deanne L. Nilsson

NOTARY PUBLIC in and for the State
of Washington, residing at Spokane
Commission expires 7/21/13



Unofficial Document