

Spokane County Engineers
1026 W Broadway
Spokane WA 99260-0170
509)477-3600

PUD
DECLARATION OF COVENANT

Document Title
Reference Numbers

Legal Description SE 1/4, NE 1/4, Section 5, T.26N, R.43E, See Attached

Parcel Number 36055.9049

Grantors and Grantees Wandermere Estates LLC

In consideration of the approval by Spokane County of Wandermere Estates Phase 2

(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 Wandermere Estates Home Owners Association or their successors 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 the Wandermere Estates Home Owners Association or their successors in interest.
6. Should the Wandermere Estates Home Owners 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 Wandermere Estates Home Owners 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 attorneys' 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 of 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 Wandermer Estates

Home Owners 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 Wandermer Estates

Home Owners 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 Wandermer Estates

Home Owners 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 floodplain areas, no the responsibility for any drainage, whatsoever, including but not limited to inverse condemnation to any properties due to 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.

Wandermer Estates
Lowell McKee - member

OWNER

OWNER

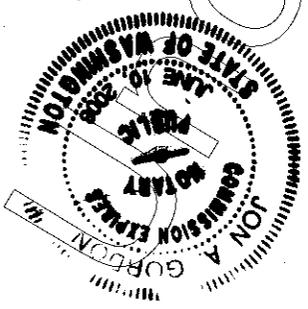
Dated this 17 day of June, 20 04

STATE OF WASHINGTON)
 :SS
County of Spokane)

On this day personally appeared before me Lowell McKee

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 17 day of June, 20 04.



Jon A. Gordon
Notary Public in and for the State of Washington, residing at Spokane



April 26, 2004

Wandermere Property
Legal Description
FINAL PLAT BOUNDARY -Phase 2

All that certain real property located in Section 5, Township 26 North, Range 43 East, W.M. in the County of Spokane, State of Washington described as follows:

Beginning at the East Quarter of said Section 5; thence S87°04'43"W along the south line of the Northeast Quarter, a distance of 1295.21 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter; thence S01°32'30"E along the west line of said Northeast Quarter of the Southeast Quarter a distance of 293.83 feet; thence S75°41'24"W a distance of 89.57 feet; thence S88°05'47"W a distance of 397.67 feet; thence N06°15'59"E a distance of 108.89 feet; thence N53°50'28"E a distance of 224.77 feet; thence N29°12'55"E a distance of 144.58 feet to the beginning of a non-tangent curve concave to the northeast the radius of which bears N21°17'56"E a distance of 204.00 feet; thence northwesterly along said curve through a central angle of 16°24'18" an arc distance of 58.41 feet; thence N52°17'46"W a distance of 1.30 feet to the beginning of a non-tangent curve concave to the northeast the radius of which bears N37°42'14"E a distance of 30.00 feet; thence northerly along said curve through a central angle of 83°19'46" an arc distance of 43.63 feet; thence N58°58'00"W a distance of 32.00 feet to the beginning of a non-tangent curve concave to the northwest the radius of which bears N58°58'00"W a distance of 334.00 feet; thence southwesterly along said curve through a central angle of 5°48'46" an arc distance of 33.89 feet; thence N53°09'13"W a distance of 105.00 feet; thence N30°19'17"E a distance of 52.05 feet; thence N°17'16'17"E a distance of 52.05; thence N79°15'13"W a distance of 20.00 feet; thence N00°24'37"E a distance of 74.95 feet; thence N06°09'49"E a distance of 119.55 feet; thence N24°58'27"E a distance of 90.00 feet; thence N45°16'56"E a distance of 76.00 feet; thence N56°27'51"E a distance of 70.00 feet; thence S86°53'28"E a distance of 131.43 feet; thence S66°50'15"E a distance of 83.32 feet; thence S76°19'43"E a distance of 62.96 feet; thence S89°14'51"E a distance of 62.96 feet; thence N77°50'02"E a distance of 62.96 feet; thence N64°54'54"E a distance of 62.96 feet; thence N57°25'02"E a distance of 206.02 feet; thence S77°32'19"E a distance of 72.00 feet; thence N80°51'57"E a distance of 75.52 feet; thence S22°49'18"E a distance of 51.98 feet; thence S63°19'34"E a distance of 32.00 feet; thence S66°58'12"E a distance of 186.01 feet; thence S83°04'25"E a distance 167.87 feet; thence N62°18'11"E a distance of 32.00 feet; thence N30°43'19"W a distance of 92.83 feet; thence N39°59'33"W a distance of 110.00 feet; thence N16°38'44"W a distance of 103.40 feet; thence N17°35'44"W a distance of 92.80 feet; thence N09°39'33"W a distance of 125.32 feet; thence N16°46'47"E a distance 80.00 feet; thence N54°36'09"E a distance of 100.00 feet; thence N87°57'53"E a distance of 144.22 feet; thence N71°52'14"E a distance of 111.62 feet; thence S75°12'53"E a distance of 158.85 feet to the East line of said Section 5, thence S00°43'04"E along said East line a distance of 1118.28 feet; to the true point of beginning.

Containing 31.03 acres more or less

Unofficial