



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

PUD
DECLARATION OF COVENANT

Document Title

Reference Numbers

Legal Description SEE ATTACHED LEGAL DESCRIPTION W/2, Sec 5, T26N, R43E

Parcel Number 36055.9078

Grantors and Grantees WANDERMERE HEIGHTS, LLC (GRANTOR);

In consideration of the approval by Spokane County of WANDERMERE HEIGHTS
PHASE 3 (PN-1936-04)

(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 HEIGHTS HOME OWNERS ASSOCIATION 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 alternation 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 HEIGHTS HOME OWNERS ASSOCIATION

Home Owners Association or their successors in interest.

6. Should the WANDERMERE HEIGHTS HOME OWNERS ASSOCIATION

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 HEIGHTS HOME OWNERS ASSOCIATION

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 WANDERMERE HEIGHTS HOMEOWNERS ASSOCIATION

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 WANDERMERE HEIGHTS HOME OWNERS ASSOCIATION

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 WANDERMERE HEIGHTS HOMEOWNERS ASSOCIATION

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.

Craig C Condon
OWNER

for Wandermere Heights Homeowner Ass.
OWNER

Dated this 9th day of Feb., 2008

STATE OF WASHINGTON)
 :SS
County of Spokane)

On this day personally appeared before me CRAIG C. CONDRON FOR
WANDERMERE HEIGHTS HOMEOWNERS ASSOCIATION

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 9th day of FEBRUARY, 2008.



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

May 4, 2007

Legal Description
Of
WANDERMERE HEIGHTS, PHASE 3

That portion of the West Half of Section 5, Township 26 North, Range 43 East, W.M. in the County of Spokane, State of Washington more particularly described as follows: Beginning at the West Quarter corner of said Section 5; thence $N00^{\circ}54'45''W$ along the west line of the Northwest Quarter of said section, a distance of 183.77 feet to its intersection with the southerly boundary of WANDERMERE HEIGHTS according to the plat thereof recorded under Auditor's File No. 5262312; thence easterly and southerly along said southerly boundary the following eighteen courses: 1) $N41^{\circ}18'07''E$ a distance of 121.59 feet; 2) thence $S59^{\circ}49'25''E$ a distance of 140.00 feet; 3) thence $S45^{\circ}21'54''E$ a distance of 36.00 feet; 4) thence $N44^{\circ}38'06''E$ a distance of 55.10 feet to the beginning of a curve concave to the northwest and having a radius of 138.00 feet; 5) thence northeasterly along said curve through a central angle of $10^{\circ}46'05''$ an arc distance of 25.94 feet; 6) thence $S72^{\circ}02'04''E$ a distance of 125.00 feet; 7) thence $S21^{\circ}52'33''W$ a distance of 14.81 feet; 8) thence $S44^{\circ}38'06''W$ a distance of 100.72 feet; 9) thence $S43^{\circ}37'52''W$ a distance of 62.90 feet; 10) thence $S15^{\circ}44'57''W$ a distance of 42.47 feet; 11) thence $S17^{\circ}47'41''E$ a distance of 56.49 feet; 12) thence $S21^{\circ}21'22''E$ a distance of 146.00 feet; 13) thence $S78^{\circ}00'12''E$ a distance of 114.41 feet; 14) thence $N85^{\circ}13'36''E$ a distance of 131.66 feet; 15) thence $N72^{\circ}30'51''E$ a distance of 79.07 feet; 16) thence $S39^{\circ}25'26''E$ a distance of 67.19 feet; 17) thence $S25^{\circ}09'50''E$ a distance of 48.25 feet; 18) thence $S13^{\circ}35'49''E$ a distance of 70.00 feet to the Southwest corner of Lot 15, Block 3 of said plat of Wandermere Heights, being also the Northwest corner of Lot 1, Block 1 of WANDERMERE HEIGHTS, Phase 2 according to the plat thereof recorded in Book 33 of Plats, Pages 46 and 47; thence southerly along the westerly boundary of said plat the following seven courses: 1) $S13^{\circ}28'49''E$ a distance of 140.00 feet; 2) thence $S11^{\circ}00'12''E$ a distance of 58.99 feet; 3) thence $S04^{\circ}27'01''W$ a distance of 61.82 feet; 4) thence $S00^{\circ}10'22''W$ a distance of 89.06 feet; 5) thence $S09^{\circ}34'00''E$ a distance of 80.17 feet; 6) thence $S11^{\circ}34'33''E$ a distance of 75.71 feet; 7) thence $S20^{\circ}01'44''E$ a distance of 91.37 feet; thence leaving said westerly boundary, $S69^{\circ}11'42''W$ a distance of 270.06 feet; thence $S87^{\circ}26'13''W$ a distance of 384.50 feet; thence $N02^{\circ}20'22''W$ a distance of 14.91 feet; thence $S87^{\circ}39'38''W$ a distance of 120.00 feet to its intersection with the west line of the Southwest Quarter of said Section 5; thence $N02^{\circ}20'22''W$ along said west line, a distance of 1003.36 feet to the point of beginning,

Containing 16.87 acres more or less