

After recording return to:  
Spencer A. W. Stromberg  
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827 W. 1<sup>st</sup> Avenue, Suite 425  
Spokane, WA 99201-3914



**DECLARATION OF ANNEXATION FOR  
WOODLAND ESTATES MASTER COMMUNITY**

Reference # (if applicable): 5094802, 5317358

Grantor(s): Matties, LLC  
Almond Joy, LLC

Grantee(s):

Legal Description (abbreviated): PTN NE ¼ Sec. 31, Twn. 26 N., R. 44 E.W.M.

Additional legal(s) on Exhibit "A"

Assessor's Tax Parcel ID#: 46311.1701, 46311.1702, 46311.1703, 46311.1704,  
46311.1705, 46311.1706, 46311.1707, 46311.1708, 46311.1709, 46311.1710,  
46311.1711, 46311.1712, 46311.1713, 46311.9096, 46311.9095

This Declaration of Annexation amends and modifies that Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Woodland Estates Master Community, Spokane County, Washington dated July 7, 2004, and recorded on July 9, 2004 under Spokane County Auditor's Recording File Number 5094802, as amended by that Declaration of Annexation for Woodland Estates Master Community dated December 7, 2005 and recorded on December 9, 2005 under Spokane County Auditor's Recording File Number 5317358 (together, the "Declaration"). The Declaration is amended as follows:

1. The real property legally described on Exhibit "A" attached hereto ("Annexed Property") is hereby annexed into the property covered by the Declaration in accordance with Section 10.3 of the Declaration. The Annexed Property consists of lots in Block 1 of Matties Addition and property to be platted and known as Matties 1<sup>st</sup> Addition and Sunview Ridge 1<sup>st</sup> Addition.

2. Additional Limited Common Areas are located within the Annexed Property that are or will be shown on the face of the Plats of the Annexed Property. The Declaration of Annexation

Limited Common Areas in the Annexed Property consist of private roads, drainage facilities within the private roads, and ancillary structures and apparatus, which private roads are or will be known as Clearview Lane, Woodside Lane and Ridgeline Lane.

3. Storm water facilities within any Limited Common Areas located in the Annexed Property, but outside the Spokane County service area, are to be maintained by the Woodland Estates Master Homeowners Association according to the approved plans and specifications on file with the Spokane County Engineers Office and any applicable O & M Manual therefore prepared or to be prepared by CLC Engineers, and according to any private road and drainage maintenance covenants which may now or hereafter be filed and apply to said Limited Common Areas.

4. In addition to other rights and obligations accorded to the Master Association with regard to the Annexed Property, the Master Association shall have full right and authority to do, and shall perform, the following:

a. All functions associated with management of the Annexed Property including, without limitation, collecting and administering payment of assessments for maintenance of General Common Areas of the Woodland Estates Community of which the Annexed Property is a part;

b. All functions associated with management of the Annexed Property including, without limitation, collecting and administering payment of assessments for maintenance of Limited Common Areas within the Annexed Property consisting of private roads, drainage structures in or adjacent to said private road and structures and apparatus ancillary thereto. The assessments for maintaining said Limited Common Areas in the Annexed Property will be paid solely by Owners abutting said Limited Common Areas who use said private roads as a means for primary access for ingress and egress to and from their Building Lots; and

c. All functions to be performed by the Architectural Control Committee.

It is intended that the Annexed Property will not be governed by individual covenants separately covering the Annexed Property or by a separate association established in

connection with the Annexed Property. Rather, the Annexed Property shall be subject solely and entirely to the Declaration for the Woodland Estates Master Community.

5. To effectuate the provisions in Section 4, the following provisions are added with regard to the Annexed Property:

**ARTICLE 14**  
Architectural Control

**14.1 Architectural Committee.** The Architectural Committee shall consist of one or more persons, all of whom shall initially be appointed by the Declarant. Declarant shall have full authority to act solely as the Architectural Committee, by authorizing one or more principals or representatives of Declarant to serve as such. Declarant shall also have authority to appoint one or more members to the Architectural Committee who are not Members of the Master Association. Declarant's authority to appoint the Architectural Committee shall continue indefinitely in spite of the fact that the Master Association has been activated and all Lots in the Annexed Property may have been transferred to purchasers with residences constructed thereon. Notwithstanding this fact, Declarant may at any time transfer the responsibility to appoint Members of the Architectural Committee to the Master Association, in which event the Master Association shall be obligated to assume responsibility for the Architectural Committee. Unless and until control of the Architectural Committee is transferred to the Master Association, any person or persons appointed by Declarant to serve on the Architectural Committee may be terminated at the sole discretion of Declarant at any time. It is the intent of the Declarant and these Covenants that Declarant shall have sole discretion and authority to control all aspects of development and construction of improvements upon the Annexed Property. Declarant may enter into agreements with one or more builders purchasing the majority of lots in any given Phase requiring Declarant to consult with such builders concerning the review and approval of any proposed plans. Nevertheless, Declarant shall have sole authority to make the final decision concerning acceptance or rejection of any such plan. If and when control of the Architectural Committee is transferred to the Master Association, the Committee shall include at least two members who are also Trustees of the Master Association.

**14.2 Prohibition of Alteration and Improvement.** Subject to the exemption of Declarant hereunder, no structure, improvement, landscaping, fence, or alteration of any kind shall be commenced, erected, painted or maintained upon the Annexed Property, until the same has been approved in writing by the Architectural Committee.

**14.3 Plans and Approval.** Plans and specifications showing the nature, kind, shape, color, size, materials and location, including front, height, elevations, side and rear yard setbacks, of any such structure, improvement or alteration, including landscaping, shall be submitted to the Architectural Committee for approval. The submission of any such plans

to the Architectural Committee shall require the payment of an architectural review fee in the amount of \$50.00. The Architectural Committee shall have discretion to waive or reduce the review fee under appropriate conditions, and to increase the fee to any reasonable amount to cover the time and cost of such review process, including charges for any professional services deemed necessary or advisable in the discretion of the Architectural Committee. The approval of landscaping shall include the landscaping over the entire Lot. Any landscaping approval shall be considered to be conditioned on a restriction that no trees, foliage or other growth shall be placed in any location which may grow above the highest point of any improvement allowed to be constructed on the Lot, irrespective of any other provision contained herein which specifically provides that no Owner shall have the right to unrestricted view. Upon submission of plans and specifications as required herein, the applicant shall submit two complete sets of plans one of which shall be returned following approval with the stamp of the Architectural Committee showing approval. In conjunction with the submission of plans and specifications for approval, the Architectural Committee will provide applicant with a package of necessary information and procedures, all of which must be filled out and submitted in conjunction with the application for approval. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications, or to rebuild in accordance with plans and specification previously approved by the Architectural Committee.

The Architectural Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article and perform such other duties as from time to time shall be appropriate, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. Any application submitted to the Architectural Committee pursuant to this Article shall be deemed approved, unless written disapproval or a request for additional information or materials by the Architectural Committee shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by the Architectural Committee of all required materials.

14.4 Architectural Committee May Adopt Rules. The Architectural Committee may adopt or revise rules and regulations regarding the nature, kind, shape, color, size, materials, location and setbacks of structures or improvements within the Annexed Property. Any such adopted rules and/or regulations shall be set forth in writing and available at all times in the office of Declarant.

14.5 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any Member thereof shall be liable to the Master Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee or member. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed structure, improvement or alternation, on the basis of

aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Annexed Property generally, as determined by the Architectural Committee in its discretion. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or legal requirements.

14.6 Contractor. No home may be constructed on any Lot other than by a contractor licensed as general contractor under the statutes of the State of Washington without the prior approval of the Architectural Committee.

14.7 Separate Architectural Committees. Until such time as each lot in the Annexed Property has been improved with a single-family residence, there shall be an Architectural Committee, known as the Matties/Sunview Architectural Committee, for the Annexed Property that is separate from the Architectural Committee for the overall Woodland Estates Master Community. The Matties/Sunview Architectural Committee shall set its own policies, standards, procedures, rules and regulations, which may differ from those of the Architectural Committee of the Woodland Estates Master Community. After completion of construction of the last residence within the Annexed Property, the Matties/Sunview Architectural Committee shall automatically dissolve, and thereafter all matters to be considered by an Architectural Committee under the Declaration or this Declaration of Annexation shall be submitted to and addressed by the Architectural Committee for the Woodland Estates Master Community.

6. As to the Annexed Property, Section 6.2 is amended in its entirety to read:

6.2 Encroachments, Maintenance and Utility Easements.

Each Lot within the Property is hereby declared to have an easement over all adjoining Lots and the Common Area and General Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building, or any other unintended cause.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air conditioning facilities, 208 drainage swales, cable or master television antenna lines, drainage facilities, walkways, landscaping and street lighting, signage for marketing and location and name of various Phases, and other utilities and services which may be convenient or appropriate, as may be hereafter required or convenient to serve the Property and/or other phases within the overall development. Declarant expressly reserves the right to grant to Spokane County, Pasadena Irrigation District, Avista Utilities, CenturyLink, and the successors of any of the

above, as well as other utilities and public authorities which may now or hereafter provide utilities or services within the Property and/or other Phases in Woodland Estates Community, such written easements as may be necessary or appropriate, in the discretion of Declarant, for the installation, maintenance and repair of utility facilities.

7. As to the Annexed Property, Section 8.8 is amended in its entirety to read:

8.8 Animals.

No animals, livestock, poultry or birds of any kind shall be raised, bred or kept in any Building Lot or dwelling, or on any portion of the Property; except that no more than three (3) usual and ordinary household pets, such as dogs, cats, or birds may be kept outdoors, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Keeping dogs under reasonable control shall include keeping dogs contained within the Owner's Building Lot when not on a leash, either by sufficient fencing, an "invisible fence" type restraint system, or other equally effective means of containing the dog within the Building Lot. Outside an Owner's Building Lot, all dogs must be restrained on leashes. Any dog kennel or similar structure for enclosing dogs within a Building Lot must be approved in advance by the Architectural Committee, in its discretion.

Owners shall keep their dogs from barking excessively in any area where such barking can be heard from outside the Building Lot. Continued barking after receipt of three warnings from the Architectural Committee and/or an owner of another Building Lot who is being affected by the noise of such barking shall be considered excessive barking and a nuisance, entitling such affected owner and/or Architectural Committee to take appropriate action to assure that such excessive barking is eliminated. Barking no more than occasionally to alert the Owners of the need to let the dog into a house, to warn of strangers coming to the Building Lot, and the like shall be permitted. Leaving a dog outside the dwelling for prolonged periods while the dog is frequently barking will also be considered excessive.

**NO DOGS WITH WOLF OR PIT BULL BREEDING SHALL BE PERMITTED ANYWHERE ON THE PROPERTY BY ANY PERSON FOR ANY REASON AT ANY TIME. Prohibited dogs include, but are not necessarily limited to, the American Staffordshire Terrier or Staffordshire Bull Terrier as defined by the American Kennel Club, the American Pit Bull Terrier as defined by the United Kennel Club, and wolf-crosses.**

8. This Declaration of Annexation is executed by the Declarant to annex additional real property pursuant to Section 10.3 of the Declaration. This Declaration of

Annexation shall be effective upon its recordation with the Spokane County, Washington Auditor.

9. Notwithstanding any provision of the Declaration to the contrary, Declarant reserves the right to release all or any portion of the Annexed Property from the effect of this Declaration of Annexation. The release of any portion of the Annexed Property from the effect of this Declaration of Annexation shall not affect the validity or enforceability of this Declaration of Annexation as to any other portion of the Annexed Property.

10. Almond Joy, LLC hereby consents to Declarant's annexation of the portion of the Annexed Property owned by Almond Joy, LLC. By granting its consent, Almond Joy, LLC shall in no way be construed to be acting as a co-declarant or accepting any rights, responsibilities or obligations of a declarant under the Declaration.

Except as specifically amended hereby, the Declaration shall remain in full force and effect.

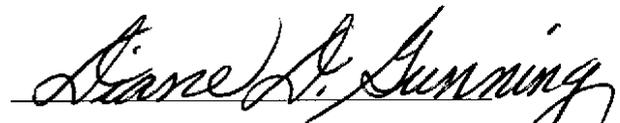
MATTIES, LLC

By:

  
Raymond R. Gunning, Manager

ALMOND JOY, LLC

By:

  
Diane D. Gunning, Member

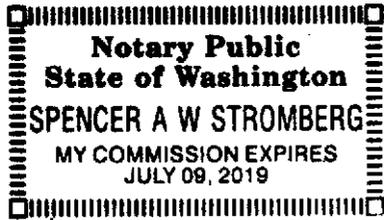
By:

  
Theodore G. Gunning, Member

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF SPOKANE )

I certify that I know or have satisfactory evidence that Raymond R. Gunning is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Matties, LLC to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated June 18, 2015

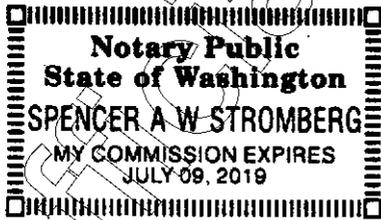


*[Signature]*  
Printed Name: Spencer A.W. Stromberg  
NOTARY PUBLIC, State of Washington  
My appointment expires 07/09/19

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF SPOKANE )

I certify that I know or have satisfactory evidence that Theodore G. Gunning and Diane D. Gunning is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes stated therein.

Dated June 18, 2015



*[Signature]*  
Printed Name: Spencer A.W. Stromberg  
NOTARY PUBLIC, State of Washington  
My appointment expires 7/9/19

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**EXHIBIT "A"**  
**ANNEXED PROPERTY**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 44 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 AS SHOWN ON THE FINAL PLAT OF WOODLAND ESTATES, RECORDED IN BOOK 22 OF PLATS, PAGE 98; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT THE FOLLOWING THREE (3) COURSES; N42°43'36"E, ALONG THE SOUTHEAST LINE OF SAID LOT 6, BLOCK 2 A DISTANCE OF 176.85 FEET; N23°50'22"W, ALONG THE SOUTHEAST LINE OF LOT 7 & 8, BLOCK 2 OF SAID PLAT OF WOODLAND ESTATES A DISTANCE OF 214.30 FEET; N44°07'18" ALONG THE SOUTHEAST LINE OF LOT 9, BLOCK 2 OF SAID PLAT OF WOODLAND ESTATES A DISTANCE OF 30.98 FEET; THENCE S50°19'05"E, A DISTANCE OF 151.31 FEET, THENCE N06°12'28"E, A DISTANCE OF 29.62 FEET; THENCE N51°20'44"E, A DISTANCE OF 31.83 FEET; THENCE N59°35'34"E A DISTANCE OF 78.71 FEET; THENCE N72°32'35"E, A DISTANCE OF 568.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 464.60 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°34'46" AN ARC DISTANCE OF 191.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 30.00 FEET (FROM WHICH POINT A RADIAL LINE BEARS N06°26'46"E); THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°18'41" AN ARC DISTANCE OF 57.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF VISTA PARK DRIVE AS SHOWN ON THE FINAL PLAT OF VISTA PLACE— WOODLAND ESTATES, RECORDED IN BOOK 27 OF PLATS, PAGE 68, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1415.00 FEET (FROM WHICH POINT A RADIAL LINE BEARS N84°32'38"W) THENCE SOUTHERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 12°56'11" AN ARC DISTANCE OF 319.48 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 30.00 FEET, SAID POINT ALSO BEING THE NORTHEASTERLY MOST CORNER OF THE FINAL PLAT OF SUNVIEW RIDGE — WOODLAND ESTATES, RECORDED IN BOOK 28 OF PLATS, PAGE 41, THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°21'00" AN ARC DISTANCE OF 39.98 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SUNVIEW LANE AS SHOWN ON SAID PLAT OF SUNVIEW RIDGE — WOODLAND ESTATES, SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 162.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 22°18'21" AN ARC DISTANCE OF 63.07 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, S72°26'12"W, A DISTANCE OF 255.60 FEET TO THE NORTHERLY CORNER OF LOT 1, BLOCK 1 OF SAID PLAT OF SUNVIEW RIDGE — WOODLAND ESTATES; THENCE ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 1 THE FOLLOWING FOUR (4) COURSES; S84°51'32"W, A DISTANCE OF 102.27 FEET; S17°33'48"E, A DISTANCE OF 20.00 FEET; S72°26'12"W, A DISTANCE OF 65.00 FEET; S17°33'48" E, A DISTANCE OF

30.47 FEET; TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF RED OAK DRIVE AS SHOWN ON THE FINAL PLAT OF RED OAK — WOODLAND ESTATES, RECORDED IN BOOK 26 OF PLATS, PAGES 59 AND 60; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1337.00 FEET (FROM WHICH POINT A RADIAL LINE BEARS S02°59'25"W) THENCE ALONG SAID CURVE AND RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 10°27'04" AN ARC DISTANCE OF 243.87 FEET; THENCE S82°32'21"W; A DISTANCE OF 413.44 FEET TO THE POINT OF BEGINNING.

INCLUDING THOSE PORTIONS OF THE ABOVE-DESCRIBED PROPERTY PREVIOUSLY PLATTED AS MATTIES ADDITION AS PER PLAT RECORDED IN BOOK 37 OF PLATS, PAGE(S) 22 AND 23, RECORDS OF SPOKANE COUNTY.

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