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Declaration SIMPLIFILE LC E-RECORDING  
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### **DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

**Reference Number(s) of related document(s):** N/A

**Grantor:** Right Angle Registered Holsteins, Inc., a Washington corporation  
Kevin Smith, an unmarried person

**Grantee:** The Public

**Legal Description (abbreviated):** PORTIONS OF THE S1/2 OF THE S1/2 OF THE SE1/4  
OF SECTION 3, PORTIONS OF THE NE ¼ OF S 10 & PORTIONS OF THE W1/2 OF THE  
W1/2 OF S 11, T 28TN, R 43E, WM, SPOKANE COUNTY, WA

Full Legal in Exhibit "A" attached hereto (pages 29-31)

**Assessor's Tax Parcel ID Numbers:** 38034.9013 and 38101.9056

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BEAR CREEK CREST**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on the date hereinafter set forth by RIGHT ANGLE REGISTERED HOLSTEINS, INC., a Washington corporation, Randean A. Kummer and Naureen Kummer, a married couple, and Naureen Kummer, as Trustee of the Kummer Irrevocable Trust (collectively, the "Declarant") to create a single-family residential community of the real estate described in Exhibit A attached hereto and incorporated herein, to enhance the value of the Community, and to protect the interests of persons having any right, title or interest to real estate in the Community, pursuant to the Act.

The name of the Community as described in this Declaration is "Bear Creek Crest," and in conformance with RCW 64.90.225(1)(a), is designated as a plat community. Upon the recording of the Development Plat by Declaration, Declarant creates fourteen (14) Units (as that term is defined in Section 1.30 below). This common interest community is subject to the Washington Uniform Common Interest Ownership Act (RCW Ch. 64.90).

In order to ensure preservation of the character and nature of the Community, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, and limitations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and that the owners thereof and their heirs, successors, grantees and assigns, and which are in addition to the easements, and restrictions as depicted on the Development Plat (defined below). All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each Owner thereof and to the benefit of the Declarant, his successors and assigns, and shall otherwise in all respects be regarded as covenants running with the land.

**ARTICLE 1  
DEFINITIONS**

1.1. "*Act*" means the Washington Uniform Common Interest Ownership Act (also known as "WUCIOA"), currently codified at RCW Ch. 64.90, as it exists now or as it may be amended in the future.

1.2. "*Articles*" shall mean the Articles of Incorporation of the Association as amended from time to time.

1.3. "*ARC*" shall mean the Architectural Review Committee.

1.4. "*Assessment*" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Common Element, Limited Common Element and other

applicable portions of the Property which is to be paid by each Unit Owner as determined by the Association under this Declaration.

1.5. "*Association*" shall mean and refer to Bear Creek Crest Owners Association, a Washington nonprofit corporation formed on September 2, 2021, the members of which shall be Unit Owners.

1.6. "*Board*" or "*Board of Directors*" shall mean and refer to the governing body of the Association.

1.7. "*Bylaws*" shall mean and refer to the Bylaws of the Association as amended from time to time.

1.8. "*Common Element*" shall mean and refer to all real property and improvements: (a) owned or leased by the Association; (b) in which the Association has an easement for access or maintenance (excepting easements for maintaining Dwellings) for the use, enjoyment and benefit of the Owners; (c) in which the Owners have a right of control by any written instrument, including this Declaration, or by delineation and declaration of the same on the Development Plat; in which the Owners have an undivided interest; (d) or any area which is required to be maintained by the Association under the terms of this Declaration, governmental authority, or any other recorded documents. The Common Element may be improved by certain common facilities and, if and when improved, shall include such common facilities.

1.9. "*Common Expenses*" means and includes all costs and expenses incurred by the Association including but not limited to, the following: (a) expenses of administration maintenance, and operation of the Association, including but not limited to, reasonable compensation to agents of the Association; (b) costs of repair or replacement of the Common Element, Limited Common Element or any improvements thereon; (c) premiums or deductibles for all insurance policies and bonds required or permitted by this Declaration; (d) all real property and other taxes and assessments on the Common Element and Limited Common Element; (e) utility and service charges, including but not limited to the charges imposed by the serving utility provider (or its successor) for the provision of electricity to street lights which may be installed by Declarant and the maintenance, repair, or replacement of those street lights (provided that Declarant has no obligation to install street lights); (f) funding of reserves for anticipated operational shortfalls or for replacement of capital items; (g) funding of reserves for the start-up expenses and operating contingencies of a nonrecurring nature; (h) expenses payable under this Declaration; (i) legal fees and costs; (j) the costs of recovering unpaid assessments, including legal fees and other costs of foreclosure of an association lien; (k) fees for architectural services provided to the Association; (l) the costs of maintaining or repairing any storm water drainage system which may be charged to the Association; (m) irrigation of the Common Element and Limited Common Element; and (n) any other costs and expenses determined from time to time as reasonably necessary by the Board, or as otherwise incurred by the Association pursuant to this Declaration.

1.10. "*Community*" is defined in Section 1.26.

1.11. "*Control Termination Date*" means the date that is the earlier of (i) 60 days after conveyance of 75% of the Units that may be created in the Development, including Units later created, to Owners other than the Declarant or a Dealer, (ii) two years after the last Conveyance or transfer of record of a Unit except as security for a debt, (iii) two years after any Development Right to create Units was last exercised, or (iv) the date on which Declarant records a Record terminating all rights to appoint or remove any director or officer of the Association or any master association or to veto or approve a proposed action of any Board or Association.

1.12. "*Declarant*" shall mean and refer to collectively Right Angle Registered Holsteins, Inc., a Washington corporation, Randean A. Kummer and Naureen Kummer, a married couple, and Naureen Kummer, as Trustee of the Kummer Irrevocable Trust, and their successors-in-interest and assigns with respect to the Property but shall not include members of the public purchasing Units in Project.

1.13. "*Declaration*" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.

1.14. "*Design Guidelines*" shall mean the architectural and use restrictions adopted pursuant to Article Eight applicable to the Properties.

1.15. "*Development*" shall mean and refer to the entire Project including all structures and improvements erected or to be erected thereon.

1.16. "*Development Plat*" means the plat recorded in Spokane County Auditor's Office under Auditor's File No. 7077507 on May 20, 2021 and as it may be amended or restated by subsequent recordings.

1.17. "*Development Rights*" means those rights reserved to the Declarant as stated in Article 10.

1.18. "*Dwelling*" shall mean and refer to any single-family residential structure constructed or to be constructed upon any individually owned Unit in the Project.

1.19. "*Limited Common Element*" shall mean that area labeled as "Driveway Lots 1-3 Only" within the Common Element identified as "Open Space/Remainder Parcel "B" on the Development Plat.

1.20. "*Majority Vote*" shall mean a vote of the Owners of more than 50% of the total number of votes allocated to the Association pursuant to

1.21. "*Map*" means the map of the Development Plat attached hereto and incorporated hereby as Exhibit B-1.

1.22. "*Member*" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.23. "*Outbuilding*" shall mean a Structure that is not a Dwelling or a detached garage (the primary purpose of which is for storage of an Owner's operating vehicles).

1.24. "*Open Space Management Plan*" shall that certain Open Space Management Plan in which Right Angle Registered Holsteins, Inc. is the grantor and the residents of Spokane County, Washington are the grantees, recorded in Spokane County on July 16, 2019 under Spokane County Auditor's File No. 6822455, and any amendments or modifications thereto.

1.25. "*Person*" shall refer to the natural persons and entities as defined in RCW 64.90.010(36).

1.26. "*Project*" or "*Community*" means the Units, Common Elements and Limited Common Elements created by this Declaration and the recording of the Development Plat, and as shown on the Map (also known as "Bear Creek Crest").

1.27. "*Project Documents*" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Development Plat, and Bylaws of the Association, the Open Space Management Plan and the rules and regulations for the members

as established from time to time.

1.28. "*Property*" or "*Properties*" means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with the Project.

1.29. "*Structure*" shall mean any fence, house, swimming pool, outbuilding, garage or structure of any kind, including storage shelters.

1.30. "*Unit*" shall mean and refer to any parcel of real property designated and identified as a lot on the Development Plat, and which are intended for separate ownership or occupancy. The Units are identified on the Development Plat as Lots 1 through 8, inclusive, Block I, and Lots 1 through 6, inclusive, Block II. The term Unit shall not include property owned by the Association and/or Common Element or Limited Common Element.

1.31. "*Unit Owner*" or "*Unit Owners*" shall mean and refer to the record owner or holder of fee or equitable title to a Unit in the Project (including the Declarant to the extent that Declarant owns a Unit). This shall include any person having a fee simple title to any Unit but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Unit is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Unit Owner."

## ARTICLE 2

### DESCRIPTION OF PROJECT; CREATION OF PROPERTY RIGHTS AND OBLIGATIONS; LIMITED COMMON ELEMENTS

2.1. Description of the Development. The Development consists of the underlying Property with the residential Dwellings and all other improvements and systems located or to be located thereon, regardless of the ownership thereof. The Development is a plat community as defined in RCW Ch. 64.90. The Declarant has created fourteen (14) Units in the first phase of the Development.

2.2. Common Element. As of the date of recording of this Declaration, the sole real property that constitutes Common Element is identified as follows: i) that parcel identified as "Open Space/Remainder Parcel "B" on the Development Plat and ii) the easements shown on the Development Plat upon which are located private roads that serve Lots 1 through 8, Block I, and Lots 1 through 6, Block II. In the event that the Declarant ever exercises any of Declarant's Development Rights of annexation as described in this Declaration, then additional Common Elements may be created upon such annexation of additional Property into the Development.

2.3. Limited Common Element and Reservation of Limited Common Element. As of the date of recording of this Declaration, the sole real property that constitutes Limited Common Element is the easement area labeled as "Driveway Lots 1-3 Only" within the Common Element identified as "Open Space/Remainder Parcel "B" on the Development Plat. The Limited Common Element is solely reserved for and allocated to the exclusive use of the Owners of Lots 1, 2 and 3, Block II.

2.4. Conveyance of Common Element. Upon exercise by Declarant of Declarant's Development Rights, the Declarant may convey to the Association other improved or unimproved real estate located within or outside of the Property, personal property and other property interests. Such property (including any encumbrances thereon) shall be accepted by the Association and, thereafter, shall be deemed Common Element.

2.5. Owner's Common Rights. All owners shall have equal rights with the other Owners to use the Common Elements, unless certain Common Elements are specifically designated as restricted on the face of a plat or other recorded instrument designating the improvements as Common Element or in an amendment to this Declaration. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners and Occupants, their heirs, successors and assigns, in accordance with the terms and conditions of the Governing Documents. No Owner may do or allow to be done any action which would cause the impairment or interference with any Owner's or Owner's guest's or invitee's use of the Common Elements.

2.6. Maintenance of Common Element. The Declarant, or after formation of the Association, the Association, shall cause the Common Elements and any improvements thereon to be operated, maintained, repaired and replaced in accordance with the Open Space Management Plan. The Association shall be solely responsible for maintaining, repairing and replacing the road infrastructure in the Common Element. This Declaration shall govern the allocation of costs to maintain the private roads located within the Common Element and, to the extent that any language on the Development Plat conflicts with this Declaration, such language in the Declaration is not controlling. The Association shall be solely

2.7. Maintenance of and Special Allocation of Assessments to Limited Common Element. The Association shall be solely responsible for maintaining, repairing and replacing the road infrastructure in the Limited Common Element in the same fashion as it maintains, repairs and replaces road infrastructure in the Common Element. The Association shall separately identify the costs of maintaining, repairing and replacing the road in the Limited Common Element and those separately identified costs shall constitute a specially allocated expense as defined in RCW 64.90.010(52), and this special allocated expense shall be solely allocated to the Owners of Lots 1, 2, 3, Block II, on an equal basis. In the event that the Association establishes a sinking fund with respect to any Common Element, then the contributions required for the Limited Common Element shall be separately identified and accounted for.

### **ARTICLE 3**

#### **DEVELOPMENT PERIOD AND TRANSITION OF DECLARANT CONTROL**

3.1 Purpose of Development Period. The Declarant's control of the Association by exercise of Special Declarant Rights as described in Article 11 is established in order to ensure that the Property and the Association will be adequately administered in the development of the Project.

3.2 Transition of Declarant Control During Development Period. The Declarant's control of the Association shall terminate as described in Section 11.3 below.

### **ARTICLE 4**

#### **ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS**

4.1 Association to Manage the Project; Assumption of Obligations of the Maintenance Agreement. The Owners of all the Units covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration and the Bylaws of the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over

the Project. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the collection of assessments and the payment of expenses as defined herein; management, maintenance, and control of any Common Element; and the enforcement of the restrictions set forth in this Declaration. Consistent with this function, the Association assumes all responsibility for ensuring compliance with all applicable duties and obligations of the Open Space Management Plan.

4.2 Membership. A person shall automatically, upon becoming a Unit Owner, be a Member of the Association, and shall remain a Member thereof until such time as the person's ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Bylaws of the Association.

4.3 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event a Unit Owner should fail or refuse to transfer the membership registered in the Unit Owner's name to the purchaser of the Unit Owner's Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller be null or void. Unit Owners hereby grant to the Association an irrevocable power of attorney coupled with an interest for the purpose of making the transfer described in this Section 4.3 in the books of the Association.

4.4 Voting Rights. Each Unit is entitled to one (1) vote. If the Declarant owns a Unit or Units after termination of its Development Rights, the Declarant shall be entitled to one (1) vote for each Unit owned by the Declarant. The right to vote shall not be severed or separated from any Unit. The Association shall have no responsibility to accept any vote for a Unit if such vote is disputed among multiple Owners who claim title to the Unit. Notwithstanding the foregoing, the voting rights of any Owner may be suspended as provided in this Declaration.

4.5 Voting Requirements. Except where otherwise expressly provided in this Declaration or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power of the Association.

4.6 Proxies; Tabulation of Votes. An Owner may, by written proxy delivered to the Board, designate a voting representative for its voting rights if expressly permitted in the Bylaws. The Board reserves the right to specify the form of the proxy. Owner votes may be tabulated by mail, facsimile, email or other electronic transmission as agreed to by the Owner.

4.7 Commencement of Voting Rights. Voting rights attributable to any Unit shall not vest until that Unit shall also be subject to assessment obligations to the Association, pursuant to Article 5 below.

4.8 Membership Meetings. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

4.9 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established, and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

## ARTICLE 5

## **BUDGET, ASSESSMENTS AND LIENS**

**5.1 Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Unit owned within the Project, hereby covenants, and each Unit Owner by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (i) base assessments or charges for Common Expenses; (ii) Common Element and Limited Common Element maintenance, repair and replacement consistent with any obligation created by the Open Space Management Plan; and (iii) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Unit against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs, and actual attorneys' fees, shall also be the personal obligation of the person who was the Unit Owner at the time when the assessment fell due.

**5.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to pay for the costs and expenses associated with administering the Association; of enforcing the covenants, conditions, and restrictions of the Declaration; of providing for the insurance for the Association (if any), and of providing for the maintenance, repair and replacement of Common Element and Limited Common Element consistent with the Open Space Management Plan; to promote the health, safety and welfare of all the residents of the Development, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs and replacement of the Common Element and Limited Common Element as may be required by the Open Space Management Plan.

**5.3 Budget.** The Board shall prepare, or cause the preparation of, an operating budget (the "Budget") for the Association for each calendar year in compliance with RCW 64.90.525 or as amended.

**5.4 Base Assessment.** The initial Base Assessment per Unit per year shall be equal to \$250.00. Each Unit's share of Base Assessment for the Association's fiscal year shall be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the Base Assessment against each Unit at least sixty (60) days in advance of the beginning of each fiscal year.

**5.5 Special Assessments.** In addition to the Base Assessment authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Development, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated Base Assessment. Special Assessments may also be levied against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and the Bylaws, including attorneys' fees and costs.

**5.6 Date of Commencement of Assessment; Due Dates; Changes in Assessment.** The Base Assessments provided for herein shall commence as to each Unit following the sale of such Unit by Declarant (whether to an Owner or to a dealer (as that term is defined in RCW 64.90.010(16))). The due dates of the Assessments and the amounts of each of the Base Assessments for each year (except for the Initial Base Assessment) shall be established annually by the Board of Directors and be set forth in an annual notice.



**5.7 Working Capital Assessments.** In connection with the close of escrow for the closing of the sale of each Unit to an Owner other than Declarant, the initial Owner of such Unit (including a dealer who acquires a Unit from Declarant) shall make a non-refundable working capital contribution payment to the Association for the initial working capital fund ("Working Capital Fund" which contribution shall be in an amount equal to \$250.00 per Unit (the "Initial Working Capital Contribution"). The Initial Working Capital Contribution shall not be considered as an advance payment of any Assessments. The Working Capital Contribution may not be used to defray any obligations of the Declarant.

**5.8 Transfer of Unit by Sale or Foreclosure.** The sale or transfer of any Unit shall not affect the assessment lien. In a voluntary conveyance of a Unit, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be eligible for any such assessment becoming due after the date of any such statement.

**5.9 Enforcement of Assessment Obligations; Priorities.** If any part of any assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, an automatic late charge of Twenty Five Dollars (\$25.00) shall be assessed and additional late charges of Twenty Five Dollars (\$25.00) shall be assessed for each month, or fraction thereof, from the due date until the assessment and all late charges are paid. Checks returned as NSF shall incur a fee of \$100.00 and may be redeposited or returned at the Association's sole option. Each such unpaid assessment shall accrue interest at twelve percent (12%) per annum. Each assessment shall constitute a lien on each respective Unit prior and superior to all other liens except (i) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (ii) the lien or charge of any mortgage or deed of trust of record made in good faith and for value.

**5.10 Foreclosure of Lien.** The lien for a delinquent assessment may be foreclosed by the Board acting on behalf of the Association in the event the Owner at the time the action is commenced owes a sum equal to at least three months of Base Assessment assessments and the Board approves the commencement of a foreclosure action specifically against that Unit. The Association's lien may be foreclosed judicially in accordance with RCW Ch. 61.12 subject to any rights of redemption under RCW Title 8 and RCW Ch. 6.23. The lien may be enforced non-judicially in the manner set forth in RCW Ch. 61.24 for the non-judicial foreclosure of a deed of trust. For purposes of the Act, each Owner hereby grants to the trustee named below in trust, with the power of sale, the Unit owned by the Owner for the benefit of the Association, in the case of a default in the obligation to pay the assessments levied herein. For purposes of this Declaration, the Units are not used principally for agricultural purposes. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the Association voting rights of an Owner who is in default in payment of any assessment. No Owner may waive or otherwise avoid liability for assessments by abandonment of a Unit or non-use of the Common Element or Limited Common Element.

5.11 Waiver of Homestead or Exemption Rights. Each Owner hereby waives to the extent of any liens created by this Declaration the benefit of any homestead or exemption law in effect at the time that any assessment or installment thereof becomes due and payable.

5.12 Fines Treated as Special Assessments. Any fines levied by the Association pursuant to the Act shall be treated as a Special Assessment of the Owner who is fined and may be collected by the Association in the manner described in this Declarant.

5.13 Negligence of Owner. To the extent that any expense of the Association is caused by the willful misconduct or gross negligence of any Owner or that Owner's tenant, guest, invitee or occupant, the Association may assess that expense against the Owner's Unit after notice and an opportunity to be heard, even if the Association maintains insurance with respect to that damage or common expense. Furthermore, to the extent that any expense of the Association is caused by the negligence of any Owner or Owner's tenant, guest, invitee or occupant, the Association may assess the expense against the Owner's Unit after notice and an opportunity to be heard to the extent that the Association's deductible and any expenses are not covered under any insurance policy issued to the Association.

5.14 Certificate of Payment. The Association shall, upon written demand, furnish a certificate in writing setting forth whether the assessments on a specified Unit has been paid or is owed. A reasonable charge may be made for the issuance of the certificate. Such certificate shall be conclusive evidence of any assessment stated to have been paid or owed.

## **ARTICLE 6 DUTIES AND POWERS OF THE ASSOCIATION**

6.1 Duties and Powers. In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

6.1.1 Assess for and expend Association funds to maintain, repair, replace and manage any and all Common Element and Limited Common Element.

6.1.2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and the commencement of actions.

6.1.3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

6.1.4 Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Development.

6.1.5 Adopt, amend, or revoke reasonable rules not inconsistent with this Declaration, or the Bylaws relating to the use of Common Element and Limited Common Element and the conduct of Owners and their tenants and guests with respect to the Property and other Unit Owners, including but not limited to the enforcement of the Open Space Management Plan. Such rules shall be binding on all Unit Owners, their guests, and invitees upon adoption.

6.1.6 Establish one or more checking or savings accounts in the name of the Association with any bank, savings association or credit union doing business in Spokane County, Washington and designate signatories thereon.

6.2 Delegation of Authority. The Board or the Declarant may delegate any of its managerial duties, powers or functions to any person, firm or corporation. The Board shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by a person who is delegated any duty, power or function by the Board or the Declarant. If the Board delegates any of its managerial duties, power or functions to any person or entity, then any management agreement executed by the Board shall be terminable by the Association for cause upon thirty (30) days' written notice, and without cause upon ninety (90) days' written notice. The term of any such agreement may not exceed one (1) year, and may be renewed for up to one year at a time.

6.3 Assumption of Risk. Neither the Association, the members of the Board, the officers of the Association, nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or occupant of any Unit or any tenant, guest or invitee of any Owner or occupant or for any property of any such Persons. Each Owner and occupant of a Unit and each tenant, guest, and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Property, including all Common Element and Limited Common Element

Neither the Association, the members of the Board, the officers of the Association, nor the Declarant shall be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of utility lines adjacent to, near, over, or on the Property. Each Owner and occupant of a Unit and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury illness or other loss or damage arising from the presence or malfunction of utility lines and further acknowledges that neither the Association, the members of the Board, the officers of the Association, nor the Declarant have made any representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties (expressed or implied) relative to the condition or impact of utility lines.

No provision of this Declaration shall be interpreted as creating a duty of the Association, the members of the Board, the officers of the Association, or the Declarant to protect or further the health, safety, or welfare of any Person(s), even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Unit) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands, and causes of action against the Association, the Board, the Association's management company, and the Declarant, their directors, officers, committee and board members, employees, agents, contractors, subcontractors, successors, and assigns arising from or connected with any matter for which the liability has been disclaimed.

6.4 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view over and across any property, including any Unit, from adjacent Unit will

be preserved without impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

## **ARTICLE 7 COVENANTS FOR MAINTENANCE**

7.1 Units to be Kept in Good Repair. Each Owner shall keep all Units owned by such Owner, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, and the painting (or other appropriate external care) of all buildings and other improvements, and in the case of undeveloped Units, weeding, mowing and keeping free of debris or refuse all in a manner and with such frequency as is consistent with good property management and in compliance with noxious weed control laws. Unit Owners are encouraged to understand and comply with directives established by local and/or regional fire districts for the creation, maintenance and upkeep of fire defensible zones around any structures.

## **ARTICLE 8 USE RESTRICTIONS; GENERAL COVENANTS**

8.1 Governmental Regulation; Strictest Standards Control. Restrictions contained herein shall not be construed as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or this Declaration shall be taken to govern and control.

8.2 Use of Individual Units; Maximum Number of Structures. No commercial structure or building of any kind shall be erected on any Unit other than one (1) single-family dwelling for single family residential occupancy only and no more than two (2) outbuildings or accessory buildings (such as shops, storage buildings and horse barns). All houses will have a minimum two (2) car garage. All Dwellings shall be of traditional stick-frame construction. No manufactured homes, mobile homes or modular homes are allowed in the Development. All Dwellings and other allowed buildings must conform with the covenants described in this Declaration, including but not limited to the architectural review covenants and rules described in Article 9.

8.3 Business Use Prohibited. No manufacturing or industrial process shall be conducted or carried on upon any Unit. Except as described in Section 8.3.1 below, no trade, craft, business, profession, commercial enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Unit which is or may become visible from the Common Element or Limited Common Element or from another Unit, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept, parked, stored, dismantled or repaired on any Unit, or outside of any Unit. Under no circumstances may any sign or placard be placed on a Unit which indicate in any way that a non-residential activity is being conducted, and no increase in street traffic, substantial or insubstantial, is permitted. Any trade, craft, business, profession, commercial enterprise or business or commercial activity conducted on a Unit must comply with all government regulations, including zoning regulations, which may apply or do apply to commercial activities maintained in a residential zone or home-based professions. No Unit may be used for a bed and breakfast facility or as an adult-care or childcare facility.

**8.3.1 Limited Home-Based Business Activity.** An Owner may conduct a business based entirely out of the Owner's Dwelling ("Home-Based Business"), so long as such Home-Based Business does not generate, on average over a period of one (1) week, more than three (3) business-related vehicle round trips per day, and so long as no more than one vehicle owned by an invitee or guest of such Home-Based Business is parked on a roadway located within a Common Element or Limited Common Element at any one time.

**8.4 Temporary Structures.** No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence permanently. No used or secondhand buildings or structures may be placed on a Unit or allowed to be placed on a Unit.

**8.5 Completion of Construction.** Any Dwelling erected or placed on any Unit shall be completed as to external appearance, including finished painting and minimal landscaping, within eighteen (18) months from the date of commencement of construction. Each Owner shall clean up the Unit within forty-five (45) days of the Owner completing construction or when deemed necessary by the Board to present a neat and tidy appearance to each Unit during the building process.

**8.6 Nuisances.** No noxious, illegal, or offensive activities shall be carried on in any Dwelling, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Unit, or which shall be in any way increase the rate of insurance for any other Unit in the Development, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any Dwelling.

**8.7 Signs.** Signs advertising Units for sale or for lease; identifying the contractor which is constructing a Dwelling on a Unit for sale; or a political sign during an election campaign may be displayed on the appropriate Unit without prior approval of the Board, provided that such signs shall be of reasonable and customary size, not to exceed three (3) in any dimension. Except as expressly permitted by this paragraph, no signs shall be displayed to the public view on any Dwelling or on any portion of Common Element or Limited Common Element, unless first approved by the Board. This section shall not prohibit the installation or erection of sign on a Unit which identifies the name of the Unit Owner and/or address. Any political sign placed on a Unit shall be immediately removed following the conclusion of the election.

**8.8 Animals.** No animals or birds of any kind shall be raised, bred, or kept in any Dwelling, or on any portion of the Property; except that no more than three (3) usual and ordinary household pets such as dogs (except for the prohibited dog breeds described in this paragraph) and/or cats may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Owners shall prevent their dogs from barking in a manner that may annoy or become a nuisance to other neighbors, regardless of whether the barking occurs at day or night. Under no circumstance will dogs of or containing a significant amount of the following breeds be raised, bred or kept in any Dwelling, or on any portion of the Property: American Pit Bull Terrier, Bull Terrier, American Staffordshire Terrier, the Staffordshire Bull Terrier, Chows and Rottweilers. Any dogs allowed to be raised, bred or kept shall be kept on a leash at all times that the dog is outside the boundaries of a Unit or in the Common Element or Limited Common Element. Owners shall prevent their pets from soiling the streets in the Project and all portions of the Common Element and Limited Common Element and in the event a pet does soil such an area, the Owner or person in control of such pet shall

immediately clean up after the pet. The Board may enact reasonable rules respecting the keeping of animals within the Project and may designate certain areas in which animals may not be taken or kept, or may require that specific animals not be allowed on any part of the Property. A dog kennel (one kennel) may be installed per Dwelling so long as the kennel does not interfere with or be a nuisance to the neighbors. No "large domestic animals" which are defined as horses, cattle, goats, sheep, alpacas, and llamas will be permitted on any Unit, Common Element or Limited Common Element. No domestic animals shall be kept which habitually make loud or disturbing noises or create uncontrollable dust. All animals shall be kept for the use of pleasure of the occupants and not for commercial purposes. Animals must be fed, watered and sheltered under the same setback restrictions as are described in this Declaration, but fencing and fencing materials approved by ARC for said animals is not subject to these setback restrictions.

8.9 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property and deposited at a community approved refuse collection center, by Spokane County Waste Management, and/or Spokane County transfer station, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view of other Dwellings, and the Common Element and Limited Common Element, except on such days designated for garbage collection.

8.10 Radio and Television Antennas. No Owner may be permitted to construct, use, or operate his own external radio or other electronic antenna. Satellite dishes not to exceed twenty-four (24) inches in diameter are permitted.

8.11 Parking.

8.11.1 On a Unit. Owners are encouraged to park all vehicles in the garage located on a Unit. An Owner may park boats (on trailers), motorcycles, trucks, truck/campers, recreational vehicles, motorhomes, and like equipment (for personal use) (collectively referred to as "Equipment") on individual Units, provided that (i) no individual boat or recreational vehicle are parked on a Unit within view from a Common Element or Limited Common Element for 15 or more consecutive days; (ii) no more than one (1) boat, one (1) trailer, and one (1) recreational vehicle are parked on an individual Unit within view from a Common Element or Limited Common Element at any time; (iii) such Equipment is kept in a neat and tidy appearance, maintained in operable condition and not to fall into a state of disrepair. If any of the provisions of this Section 8.11 are violated, the Board of the Association may employ a tow truck or other apparatus to remove the Equipment after fifteen (15) days prior written notice to the Owner and the Owner of the Equipment shall be responsible for any charges arising therefrom. At no time may any Owner allow or cause automobile, boat or tractor bodies, parts, components, wheels, tires and similar equipment to be stored on a Unit except in a fully-enclosed structure which conceals view from any other Unit and any Common Element or Limited Common Element.

8.11.2 On Common Elements or Limited Common Elements. No boats, trailers, motorcycles, trucks, truck/campers, recreational vehicles, motorhomes, and like equipment are allowed to be parked on a Common Element or Limited Common Element for more than a 96 hours (in the aggregate) in any one calendar month period.

8.12 Farm Implements and Hay. Farm implements and baled hay may be left standing on a Unit as long as the implements and/or hay bales are neatly stored so as not to detract from the neighborhood or obstruct the view of any adjacent Units.

8.13 Vehicle, Boat and Tractor Parts. At no time may any Owner allow the storage of or caused to be stored any automobile, boat or tractor bodies, parts, components, wheels, tires and similar equipment on a Unit except in a fully-enclosed structure which conceals view from any other Unit and any Common Element or Limited Common Element.

8.14 Hunting; Archery; Fireworks. Firearm hunting, bow hunting, trapping, and shooting/discharge of firearms are prohibited in the Development. The discharge or lighting of fireworks in the Development is prohibited. Bow and arrow target archery is allowed, provided that no one under 14 years of age may do so unless under the direct supervision of an adult and further provided that any such bow and arrow target archery is performed in a safe manner.

8.15 Security Lights. Security lights shall be permitted on individual Units if such does not present an annoyance or nuisance to neighbors of such Units.

8.16 Rental Units. At no time shall a Dwelling be used as or become a rental unit for a tenancy term of less than one (1) year.

8.17 Marijuana. At no time may marijuana or any derivative of marijuana be grown on a Unit, Common Element or Limited Common Element.

8.18 Outbuildings and Exempt Structures. No Unit Owner may place any other buildings, structures or portable metal or plastic sheds or buildings on a Unit other than a (i) Dwelling, (ii) one (1) detached garage; (iii) one portable shed; and (iv) one Outbuilding without receiving advance written approval from the Board. Any detached garage and all Outbuildings constructed on a Unit shall be sided in a manner to be visually compatible with the Dwelling and painted of the same color as the body of the Dwelling and shall have roof materials which match the roof materials placed on the Dwelling. For purposes of this section, a portable shed is defined as a shed or building which does not exceed two hundred (200) square feet (measured by exterior dimensions) manufactured or built of plastic or metal, and which is designed to sit on directly on the natural ground or on a prepared ground surface. All portable sheds must be placed in a manner to minimize visibility to other Dwellings or Common Element. No Quonset-style Structures are allowed. Outbuildings may not exceed a 2,400 square foot footprint, except that an Owner may request from the ARC that the Owner wishes to construct an outbuilding that exceeds this size, which request may be granted at the sole discretion of the ARC. No Outbuilding may be used for permanent or temporary residential purposes, and no Outbuilding may exceed two stories in height above ground level. Unit Owners are allowed to place one (1) play house, one (1) cabana, one (1) dog house and one (1) horse loafing shed on a Unit without obtaining advance written approval from the Board. At no time shall an underground survival shelter be constructed in such a way as to expose any portion of it to the Common Element or Limited Common Element.

8.19 Utility Lines and Pipes. In the interest of public health and in the interest of avoiding the presence of unsightly poles and structures, all utility lines and pipes shall be buried in accordance with the best standard practices presently in use for burying of such utilities; PROVIDED HOWEVER, that if there are any above-ground utilities that exist as of the date of this Declaration then said existing above-ground utilities shall be exempt from this requirement regarding underground utilities; PROVIDED FURTHER, that if there are rock formations or rocky soil conditions which prevent underground installation of utilities, then above ground utilities shall be allowed if the Owner has made a good faith effort to locate an area on his or her Unit in which underground utilities could be installed at a cost that is not unreasonably prohibitive, and plans for installation of said utilities is pre-approved in writing by the ARC.

8.20 Off-Road Vehicles; Speed Limits. Snowmobiles, off road vehicles, ATV's,

motorcycles and/or dirt bikes are not permitted on the Common Elements or Limited Common Elements, except that ATVs are allowed for agricultural purposes. All vehicles operated on the Common Elements or Limited Common Elements (including ATVs used for agricultural purposes) shall observe a speed limit of no more than 15 mph.

8.21 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in the Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Unit in the Development in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.

8.22 Further Subdivision and Aggregation. No Unit may be further subdivided. The Owner of two or more contiguous Units may aggregate such Units for purposes of constructing a Dwelling or other approved building across one or more boundary lines.

## **ARTICLE 9 ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL REVIEW**

9.1 ARC Approval. At no time may construction of any portion of a Dwelling or other structure commence without written approval first being obtained from the ARC.

9.2 Composition of the ARC. The ARC shall be composed of three (3) persons appointed by Declarant. The Declarant shall have the right to appoint and/or remove any member of the ARC until such time as Special Declarant's Rights have expired as provided in Section 11.3. After expiration of the Special Declarant's Rights, the Board shall thereafter promptly appoint the members of the ARC.

9.3 Purpose of ARC. It is the intent and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structure and the location with respect to protecting view corridors. The Owners, by purchasing a Unit in the Development, expressly agree that the architectural guidelines described in this Article 9 and the procedures described herein expressly act to ensure the quality of the Dwellings and other structures built in the Development and also enhance the values of the Units. In all cases in which ARC consent is required by these Covenants, all provisions of this Article 9 shall apply.

### **9.4 Review Process.**

9.4.1 Submission Requirements In the case of initial construction of a Dwelling or Structure, or such additional significant work or remodeling (as determined by ARC in its sole discretion) performed on a Dwelling or Structure, the Unit Owner shall prepare and submit to the ARC such plans and specifications for the proposed work as the ARC may require. Material required by the ARC may include, but not necessarily be limited to:

- A site plan indication location of all improvements
- Drawings showing elevations, specific size and scale measurements, exterior materials and exterior color scheme of all improvements;
- Certifications of square footage contained within the Dwelling or



Structure and each floor thereof:

- A landscape plan showing the location of planting areas, irrigation area and the type of vegetation, trees, exterior walks, drives, patio and other decorative features planned by the Unit Owner; and
- Identify the individual or organization who will be responsible for building, constructing, and/or erecting said construction, and obtain written approval from the ARC of said individual or organization. In this regard, the ARC may, at its sole discretion, withhold consent to such construction of a Dwelling or Structure (or additional significant work) based solely upon the builder or contractor who will be responsible for furnishing such services.

9.4.2 Decision. The ARC shall render its decision with respect to the proposal within twenty (20) business days after it has received all material required by it with respect thereto. The ARC may retain copies of said plans and specifications. In the event the ARC fails to render its approval or disapproval within twenty (20) days after written plans and specifications and other materials required by the ARC have been submitted and receipt of which must be acknowledged by the ARC in writing then approval will be deemed to have been given and the related covenants shall be deemed to have been fully complied with, provided such improvement is otherwise in compliance with the Declaration.

9.4.3 Minor Changes to Structure. In the case of minor work performing on a Dwelling or Structure (as determined by ARC in its sole discretion), change of existing exterior color scheme or exterior material, or swimming pool construction, or any other work not referred to in 9.4.1, above, the Unit Owner shall submit to the ARC such plans, commencement dates, completion dates and specifications for the proposed work, construction or landscaping as the ARC determines to be necessary to enable it to evaluate the proposal. The ARC shall render its decisions with respect to the proposal within twenty (20) business days after it has received all written plans and specifications of all materials required to make a determination.

9.5 Guidelines for Review and Minimum Requirements. The ARC's review of design plans for construction or modification to a Dwelling or Unit shall include, but is not limited to, the following items:

9.5.1 Siting and Location. Siting and location of the Dwelling or other Structure on the Unit, so that it does not detract from the beauty, wholesomeness and attractiveness of any Common Element or the enjoyment thereof by a Unit Owner.

9.5.2 Design Theme. Compatibility with the exterior design "theme" as may be initially established in the Project by Declarant, and with that of other finished homes.

9.5.3 Setbacks. Except as otherwise described below, all front yard, side yard and rear yard setbacks shall conform, at a minimum, to the Spokane County Code. No Dwelling or other structure shall be located closer than fifty (50) feet from any common boundary line between a Unit and an adjacent Unit, unless topographical conditions warrant a closer location of the Dwelling upon approval by ARC. Swimming pools, tennis courts, and sport courts are to be limited by these same setback limitations. For the purpose of this covenant, front and back yards, screened porches, garages or outbuildings shall also be subject to these setback requirements. If one Owner seeks to build one

residence on two or more adjacent Units, these setback requirements shall be applied to the exterior boundary of the area of common ownership. There shall also be a fifty (50) foot setback requirement from a boundary line for riding arenas, and for animal watering and feeding facilities from the common borders between all Parcels, unless otherwise approved by the ARC.

**9.5.4 Fences.** All Dwellings and structures shall comply with applicable building setbacks imposed by the governing authority. Invisible fences may be installed on each Unit if desired. Fences or shrubs are permitted to delineate the boundary lines of each Unit, provided that such fences or shrubs do not conflict with any easement underlying a Common Element or utility easements reflected on the face of the Map and other easements elsewhere recorded. Only the following materials may be used in the construction of fences: vinyl (only white, almond or beige in color) or vinyl-coated chain link (only black or brown in color). Green or brown cyclone fencing is permitted for purposes of a kennel or animal enclosure, not to exceed an enclosed area of two hundred (200) square feet and said animal fencing shall be located within the building setbacks set forth in this Declaration. Wrought iron or green or brown cyclone fencing is permitted for a sport court or pool enclosure. Any tarps or loose coverings that are affixed to a fence for enclosing animals must be of earthen tone colors. Fence installation must comply with applicable zoning and land use codes and regulations. No fence may be installed that exceeds five (5) feet in height.

**9.5.5 Square Footage and Stories.** Compliance with minimum finished areas in the Dwelling (all such measurements are measured as to stories above finished grade level), which shall be: one thousand eight hundred (1,800) square feet of finished main floor living area, exclusive of open porches, garages and carports, for one-story Dwellings; two thousand five hundred (2,500) square feet of finished living area for a two-story/one and one-half story Dwelling, exclusive of open porches, garages and carports. No Dwelling (or other structure) shall exceed two stories in height measured from the maximum elevation of finished grade next to the Dwelling (or other structure). For purposes of this provision, a basement shall not be considered a Dwelling story.

**9.5.6 Garage.** Presence of (at least) a double garage (20 feet by 20 feet minimum), equipped with an automatic garage door opener and sheet-rocked to the Spokane County Fire Code.

**9.5.7 Roof Coverings and Siding.** Roof covering with a 25-year minimum manufacturer's rating; and exterior siding that is of uniform material with the ARC's initial selections. Vinyl and metal siding is prohibited. No wood or shake roofs or sawn-wood roof shingles are allowed on any Dwelling or Structure.

**9.5.8 Wall Construction.** The front elevations shall be constructed of double-wall construction, with cedar and masonry trim, aggregate concrete front porch/walkway and aggregate or paver brick trim designed into the driveway.

**9.5.9 Landscaping.** Front/side/back yard landscape design that is compatible with the standards and designs of the initial Dwellings and which includes an automatic irrigation system. The lawn areas for Dwellings must be installed within the first growing season following purchase of the Unit at the expense of the Unit Owner. All other landscaping must be installed within six (6) months following completion of construction of the Dwelling. All areas indicated as sewer, water or drainage easements on any Units

shall be landscaped and maintained as grass areas only in compliance with any rules promulgated by the Board to restrict the growth of noxious weeds.

9.5.10 Propane and Fuel Tanks. All propane and fuel tanks must be concealed, screened or otherwise hidden from view from neighboring Units, Common Elements and Limited Common Elements.

9.5.11 Driveways. All driveways located on a Unit shall be constructed of concrete, asphalt, black basalt 5/8" minus, or chip-seal material.

9.5.12 Other Guidelines. Other guidelines may be established by the Association through the adoption of rules and regulations.

9.6 Paint and Roof Colors. The paint colors on Dwellings and Structures erected or placed on any Unit shall be in earth tones. Roofs on Dwellings and Structures shall be of colors to either match or be compatible with the paint colors applied to Dwellings.

9.7 Meeting of the ARC. The ARC will meet as necessary to perform its duties hereunder. The ARC may, from time to time, by resolution unanimously adopted in writing, designate an ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on its behalf. In the absence of such designation, the vote of at least two (2) members of the ARC taken with or without a meeting shall constitute an act of the ARC.

9.8 No Waiver of Future Approvals. The approval by the ARC of any proposals or plans and specifications or drawings for any work done or proposed in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

9.9 Compensation of Members. The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

9.10 Effective Period of Consent. The ARC's written consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied in written for and received a written extension of time from the ARC. ARC's written consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied in written for and received a written extension of time from the ARC.

9.11 Non-liability of ARC Members. Neither the ARC, any member of it, the Board, nor their duly authorized representatives, shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of the ARC. The ARC shall review and approve or disprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, exterior color schemes, finishes and materials and other similar features. The ARC's approval or disapproval shall be based solely on the considerations set forth in this Declaration; and the ARC 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.

## **ARTICLE 10 GRADE AND EXCAVATION RESTRICTIONS; RECONSTRUCTION; ROAD IMPROVEMENTS**

10.1 Restriction Against Raising Height of Grade. Unit Owners shall not cause (or allowed to be caused) the grade of any Unit or Units to be raised more than 24" above the present grade existing as of the date of this Declaration unless approved by the Board.

10.2 Restriction Against Excavation and Grading. No excavation for stone, gravel, or earth shall be made on any Unit except for walls, basements, or cellars of Dwellings.

10.3 Requirement for Subsurface and Surface Drainage. Owners must comply with Spokane County or other applicable agency or governmental regulations for subsurface and surface drainage, as well as any requirements specified in the Open Space Management Plan.

10.4 Requirements as to Seeding and Planting. Within sixty (60) days of initial occupancy, every Owner must complete front yard landscaping, subject to reasonable delays on account of inclement weather. All other portions of a Unit shall be maintained in a reasonable state of repair, cleanliness and neatness. Undesirable weeds having a tendency to spread across property lines and any weed labeled or identified as a noxious weed by the Spokane County Noxious Weed Control Board (or its successor) shall be kept under control.

10.5 Mandatory Reconstruction. All Dwellings and other buildings located on a Unit must have adequate insurance to fully rebuild in case of fire or other disaster, and the Owner shall immediately rebuild or repair within one hundred eighty (180) days of the fire or other disaster.

10.6 Cost of Road Improvements. In the event the future use of any of the Property would entail specific road improvements which are required by Spokane County in order to obtain a building permit on a particular Unit, then the cost of any such improvement shall be borne by the Owner seeking the building permit and not by the other Property Owners.

10.7 Maintenance of Roadways on Common Elements and Limited Common Elements. The maintenance and repair of roadways located in Common Elements and Limited Common Elements shall include, but not be limited to, grading, replenishment of gravel, filling of potholes, plowing with reasonable prudence with it snows, repairing breakage or damage to the road surface and the like, as well as repair and maintenance of any ditches and culverts as needed to ensure proper drainage of surface water.

10.8 Spokane County. Spokane County has no responsibility to build, improve, maintain or otherwise service any roadway located within a Common Element or Limited Common Element and associated appurtenances contained within, or to provide service to the Units served by such easements described herein. By accepting any private roads or any subsequently allowing any building permits to be issued for Units served by private access roads, Spokane County assumes no obligation for said access roads and it is acknowledged that Spokane 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 the private easement roads or their associated appurtenances.

10.9 Entry Gates. No entry gates shall be allowed on a Common Element except upon

approval of at least seventy-five percent (75%) of the Unit Owners. No entry gate shall be allowed on a Limited Common Element except upon unanimous consent of all Unit Owners served by a roadway located upon the Limited Common Element. Nothing in this section shall require Declarant to pay for or install an entry gate except upon Declarant's consent.

## **ARTICLE 11 DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

**11.1 Reservation of Development Rights.** The Declarant does hereby reserve the following rights as Development Rights pursuant to RCW 64.90.250: (i) the right to add additional real estate or improvements to the Development; (ii) the right to create units, common elements or limited common elements within the Development; (iii) the right to subdivide or combine Units or convert Units within the Development; (iv) the right to withdraw real property from the Development; and (v) the right to reallocate limited common element with respect to Units that have not yet been conveyed by the Declarant.

**11.2 Reservation of Special Declarant's Rights.** Declarant hereby reserves the following special declarant's rights ("Special Declarant's Rights"): (i) to complete any improvements indicated on the Map or described in this Declaration or in any public offering statement; (ii) exercise any Development Right; (iii) maintain a sales office or offices, management offices, signs advertising the Development in a size to be determined by Declarant in Declarant's sole discretion) and model homes (whether owned by the Declarant or not); (iv) use any easement that may exist in the Common Element for purposes of making improvements within the Development or within real estate that may be added to the Development; (v) make the Development subject to a master association; (vi) merge or consolidate the Development with another community interest community of the same form of ownership; and (vii) the rights described in Sections 11.3 through 11.9 below.

**11.3 Declarant's Right to Control Architectural Committees.** Until the Declarant no longer owns any Unit in the Project and no longer has a Development Right to create any Units in the Project or real estate added to the Project, the Declarant has the right to appoint and remove all officers and members of any construction, design review or aesthetic standards committee of the Association. In addition, during the period set forth in this section, the Declarant shall have the right to control any construction, design review or aesthetic standards review or approval process. The Declarant may voluntarily terminate its right to appoint and remove officers and members of any such committee or control any process by recording an amendment to the Declaration surrendering the right to appoint and remove officers and members of such committee. If the Declarant does so, it may, for the duration of the period set forth in this section, exercise the right to approve certain actions of any such committee before they become effective. The foregoing rights will terminate on the later of the date the Declarant no longer owns any Unit in the Project, or the date the Declarant no longer has a Development Right to create any Units in the Project or in real estate added to the Project.

**11.4 Declarant's Right to Attend Association Meetings.** The Declarant has the right, whether or not it owns any Units in the Project, to attend all meetings of the Association, except during any executive session when Owners are excluded. The Association shall send the Declarant notices of all meetings and copies of all minutes of all meetings at the same time that such items are sent to Unit Owners. Notices and minutes shall be delivered to the Declarant in a in such other manner as the Declarant may specify in a notice to the Association from time to

time. The foregoing rights shall terminate after the last Unit is sold and closed from Declarant.

11.5 Declarant's Right to Association Records. The Declarant has the right, whether or not it owns any Units in the Project, to have access to the books and records of the Association to the same extent as a Unit Owner. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

11.6 Declarant's Right to Add Improvements to the Project. The Declarant has the right (but not the obligation) to add the improvements to the Project. This right shall expire on the Control Termination Date.

11.7 Declarant's Right to Appoint, Remove and Veto. Until the Control Termination Date, the Declarant shall have the right to appoint and remove all officers and members of the Board. Notwithstanding the foregoing, not later than 60 days after conveyance of 25% of the Units that may be created to Owners other than the Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than the Declarant; and not later than 60 days after conveyance of 50% of the Units that may be created to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners other than the Declarant. The Declarant may at any time voluntarily terminate its right to appoint and remove officers and members of the Board by recording an amendment to the Declaration surrendering such right. If the Declarant does so, it may, for the duration of the period ending on the Control Termination Date, retain the right to veto or approve proposed actions of the Association or Board before they become effective. To exercise this right, the Declarant must execute and record an instrument that specifies the proposed actions that may be vetoed or approved by the Declarant. The foregoing rights shall terminate on the Control Termination Date. Any member of the Board or officer appointed by the Declarant during the Development Period may be dismissed at the Declarant's sole discretion. The foregoing rights shall expire on the Control Termination Date.

11.8 Declarant's Right to Subdivide or Combine Units or Convert Units to Common Elements. The Declarant has the right to subdivide any Unit that has not been conveyed to an Owner other than a Declarant, or to convert any Unit that has not been conveyed to an Owner other than a Declarant into Common Elements. The Declarant will be the Owner of any new Unit so created. The foregoing rights shall terminate seven years from the date this Declaration is recorded. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

11.9 Declarant's Right to Reallocate Limited Common Elements Allocated to Unsold Units. The Declarant has the right to reallocate any Limited Common Element allocated to any Unit that has not been conveyed to an Owner other than the Declarant. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

11.10 Expiration of Development Rights and Special Declarant's Rights. Each Development Right and Special Declarant Right shall terminate as set forth above, unless terminated earlier upon Declarant's voluntary action by recording an amendment to the Declaration specifying which rights are thereby terminated.

## ARTICLE 12 GENERAL PROVISIONS

12.1 Enforcement. The Association, or an Owner, shall have the right to enforce, by

any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party in any such proceeding shall be entitled to an award of attorneys' fees and costs. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

12.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a seventy-five per cent (75%) affirmative vote of Owners, except that this Declaration may be unilaterally amended by Declarant in connection with the exercise of Declarant's Development Rights or Special Declarant's Rights. No such waiver, termination or modification shall be effective until a proper instrument in writing shall be executed by the Association and recorded in the office of the Auditor for the County of Spokane, State of Washington.

12.4 Conveyance. Each Owner accepting a deed, lease or other instrument conveying any interest in any Unit, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns, to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

12.5 Calendar Year. The year for record keeping and other business and related transactions of the Association shall be a calendar year.

12.6 Limitation of Restrictions on Declarant. At the time of recording of this Declaration, Declarant is or may be performing certain work in connection with the subdivision of the Property. The completion of that work and sale of Units is essential to the establishment of welfare of the Development as a residential community. In order that said work may be completed and said Development be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to prevent Declarant, its contractors or subcontractors, from doing on the Development or any Unit whatever is reasonably necessary or advisable in connection with the completion of the work.

12.7 Assignment and Termination of Any Responsibility of Declarant. Declarant may, in its sole discretion, sell, assign, transfer, or convey its interest and rights as Declarant to another, who will be bound by the terms herein. In the event Declarant shall either assign its Declarant's rights as provided in this section or convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, together with an assignment of its Declarants' rights, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder and such partnership, individual or individuals shall be obligated to perform all such duties and obligations of the Declarant.

12.8 Headings. The table of contents and the headings contained in this Declaration are for reference purposes only and shall not affect in any way the meaning or interpretation of this Declaration.

12.9 Gender. Whenever the context requires, any pronouns used herein shall include

the corresponding masculine, feminine or neuter forms.

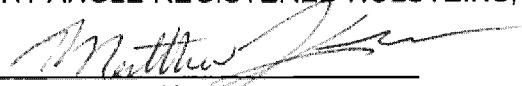
[SIGNATURES ON FOLLOWING PAGES]



Dated this 22 day of February, 2022

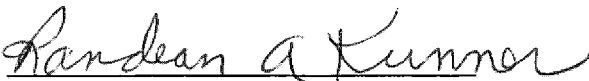
DECLARANT:

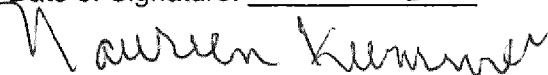
RIGHT ANGLE REGISTERED HOLSTEINS, INC., a Washington corporation

By:   
Matthew Kummer

Its: President


Date of Signature: 2-18-22

  
Randean A. Kummer

Date of Signature: 2-18-22  
  
Naureen Kummer

Date of Signature: 2-18-22

Kummer Irrevocable Trust

By:   
Naureen Kummer

Its: Trustee

Date of Signature: 2-18-22

ACKNOWLEDGED AND AGREED TO:

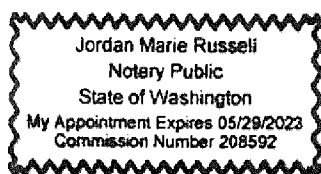
  
Kevin Smith

Date of Signature: 2-18-22

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18th day of February, 2022, before me personally appeared Matthew Kummer, to me known to be the President of Right Angle Registered Holsteins, Inc., a Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated February 18, 2022.

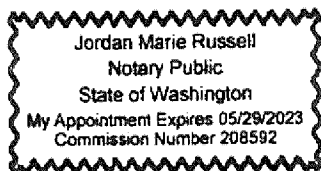


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5-29-2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18th day of February, 2022, before me personally appeared Randean A. Kummer, known to me to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated February 18th, 2022.

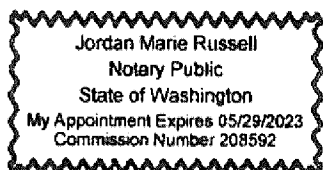


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Naureen Kummer, known to me to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated February 18<sup>th</sup>, 2022

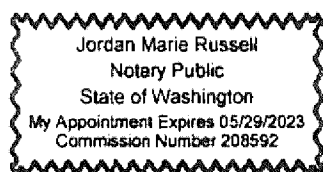


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Naureen Kummer, to me known to be the Trustee of the Kummer Irrevocable Trust, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Dated February 18, 2022

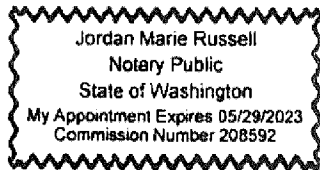


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

STATE OF WASHINGTON                     )  
   ) ss.  
COUNTY OF SPOKANE                     )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Matthew Kummer, to me known to be the attorney-in-fact for Kevin Smith under a Power of Attorney, who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated February 18<sup>th</sup>, 2022



JMRussell  
Printed Name: Jordan m. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

**Exhibit "A"**

**Description of Project**

The land in the County of Spokane, State of Washington, described as follows:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER LYING EASTERLY OF NEWPORT HIGHWAY, EXCEPT THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 3, TOWNSHIP 28 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED DECEMBER 11, 1984, UNDER AUDITOR'S FILE NO. 8412110121;

AND EXCEPT ROADS;

AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 28 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY OF APEX ROAD AND SOUTHERLY OF PEND OREILLE ROAD;

EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 28 NORTH, RANGE 43 EAST, W.M., STATE OF WASHINGTON, LYING SOUTHEASTERLY OF APEX ROAD AND SOUTHWESTERLY OF PEND OREILLE ROAD, EXCEPT THE SOUTH 280.00 FEET OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT THAT PORTION OF SECTION 10 LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY.

A PORTION OF SECTIONS 10 AND 11, TOWNSHIP 28 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 0°30'12" EAST ALONG THE EAST LINE OF SAID SECTION 10, 575.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°29'48" EAST 47.78 FEET;

THENCE SOUTH 55°22'53" EAST 205.00 FEET;

THENCE SOUTH 26°52'20" WEST 468.56 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 10, AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE APEX ROAD (SPOKANE COUNTY ROAD NO. 321) AS ESTABLISHED FROM SPOKANE COUNTY RECORDS;

THENCE SOUTH 34°37'07" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 334.85 FEET;

THENCE NORTH 9°51'39" WEST 708.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS NORTH 9°51'39" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE 143.55 FEET, THROUGH AN ANGLE OF 137°05'02"; THENCE NORTH 89°29'48" EAST 284.37 FEET TO THE TRUE POINT OF

BEGINNING;

EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PARCEL IN APEX ROAD;

AND EXCEPT BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF NEWPORT HIGHWAY AND THE SOUTHERLY RIGHT-OF-WAY OF APEX ROAD (SPOKANE COUNTY ROAD NO. 321); THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 250 FEET TO A POINT;

THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 400 FEET TO A POINT;

THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID NEWPORT HIGHWAY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED DECEMBER 11, 1984, UNDER AUDITOR'S FILE NO. 8412110121;

AND EXCEPT APEX ROAD, FINDLEY ROAD AND NEWPORT HIGHWAY;

AND EXCEPT THE NORTH 355.60 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN, LYING BETWEEN THE WEST LINE OF THE HIGHWAY AND THE EAST LINE OF FINDLEY ROAD.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

TOGETHER WITH THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, T.28N., R.43E., W.M., LYING EAST OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 10;

THENCE ALONG THE NORTH LINE SAID SECTION S89°16'32"E FOR 990.59 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S45°10'07"E FOR 88.13 FEET; THENCE S59°43'25"E FOR 135.23 FEET; THENCE S13°35'25"E FOR 384.03 FEET;

THENCE S78°45'28"E FOR 48.36 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FINDLEY ROAD; EXCEPT FINDLEY ROAD;

AND THAT PORTION OF THE SOUTH 492.92 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, T.28N., R.43E., W.M., LYING WEST OF FINDLEY ROAD;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Also known as Lots 1 through 8, inclusive, Block I and Lots 1 through 6, inclusive, Block II, Bear Creek Crest (Final Plat 2026-09)

**Exhibit "B"**

**DECLARANT CERTIFICATE RE: MAP & MAP DECLARANT DECLARATION**


I hereby certify on behalf of the Declarant that the attached map (identified as Exhibit "B-1") for BEAR CREEK CREST was made under Declarant's direction in conformance with the requirements of RCW 64.90.245; that all information required by the Washington Uniform Common Interest Ownership Act is supplied herein; and that all horizontal and vertical boundaries of the units (1) to the extent determined by the walls, floors, or ceilings thereof, or other physical monuments, are substantially complied in accordance with said map; or (2) to the extent such boundaries are not defined by physical monuments, such boundaries are shown on the map.

RIGHT ANGLE REGISTERED HOLSTEINS, INC., a Washington corporation

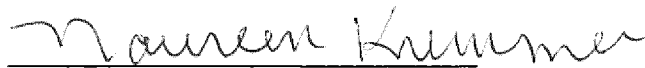
By:   
Matthew Kummer

Its: President

Date of Signature: 2-18-22


  
Randeon A. Kummer

Date of Signature: 2-18-22

  
Naureen Kummer

Date of Signature: 2-18-2022

Kummer Irrevocable Trust

By:   
Naureen Kummer

Its: Trustee

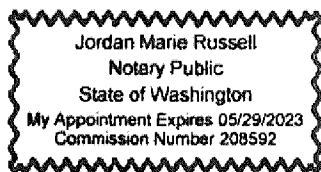
Date of Signature: 2-18-22



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Matthew Kummer, to me known to be the President of Right Angle Registered Holsteins, Inc., a Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated Feb. 18<sup>th</sup>, 2022.

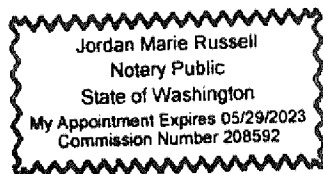


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Randean A. Kummer, known to me to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated Feb 18<sup>th</sup>, 2022.

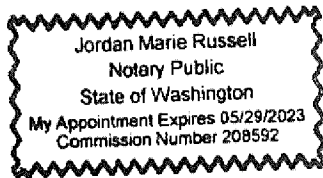


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Naureen Kummer, known to me to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated Feb. 18<sup>th</sup>, 2022.

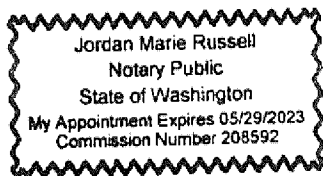


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

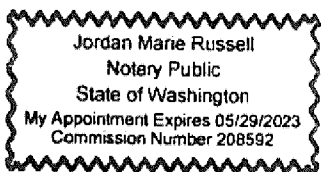
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Naureen Kummer, to me known to be the Trustee of the Kummer Irrevocable Trust, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Dated Feb. 18<sup>th</sup>, 2022.



JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023



JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

**Exhibit B-1**

The Map recorded under Spokane County Auditor's File No. 7077507  
(Plat No. 4482) is incorporated by this reference.

**Exhibit "C"**

**DECLARANT AND OWNER DECLARATION**

The undersigned owner or owners of the interest in the real estate described herein hereby declare the map set forth in Exhibit B-1, and dedicate the same for a common interest community named BEAR CREEK CREST, a plat community, as that term is defined in the Washington Uniform Common Interest Ownership Act, solely to meet the requirements of the Washington Uniform Common Interest Ownership Act and not for any public purpose. This map and any portion thereof is restricted by law and the Declaration for BEAR CREEK CREST, originally recorded under Spokane County Auditor's File No. 7077507.


**DECLARANT:**

RIGHT ANGLE REGISTERED HOLSTEINS, INC., a Washington corporation


By:   
Matthew Kummer

Its: President

Date of Signature: 2-18-22

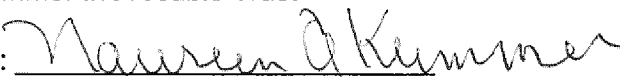
  
Randean A. Kummer

Date of Signature: 2-18-22

  
Naureen Kummer

Date of Signature: 2-18-22

Kummer Irrevocable Trust

By:   
Naureen Kummer

Its: Trustee

Date of Signature: 2-18-22

ACKNOWLEDGED AND AGREED TO:

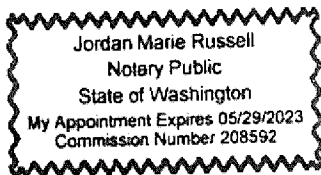
Matthew Kummer  
Kevin Smith

Date of Signature: 2-18-22

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss.

On this 18<sup>th</sup> day of September, 2022, before me personally appeared Matthew Kummer, to me known to be the President of Right Angle Registered Holsteins, Inc., a Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated Sept-18<sup>th</sup> 2022.

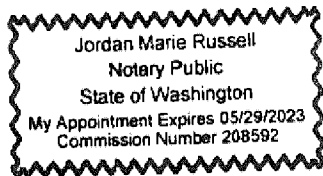


J. Russell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/23/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Randean A. Kummer, known to me to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated Feb. 18<sup>th</sup>, 2022.

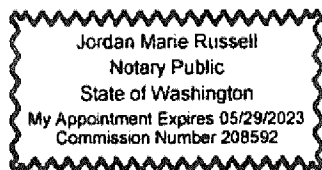


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 18<sup>th</sup> day of February, 2022, before me personally appeared Naureen Kummer, known to me to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated February 18<sup>th</sup>, 2022.

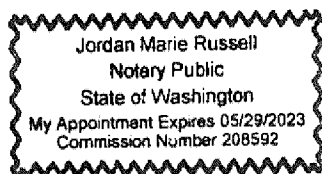


JMRussell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

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Dated September 18, 2022

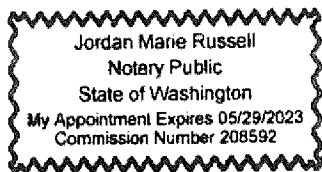


J. Russell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

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Dated September 18, 2022



J. Russell  
Printed Name: Jordan M. Russell  
NOTARY PUBLIC, State of Washington  
My appointment expires 5/29/2023