

06/07/2012 01:09:04 PM 6098776  
Recording Fee \$78.00 Page 1 of 17  
Easement NORTH GORGE RESIDENTIAL PARTNERS LLC  
Spokane County Washington



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Recording Fee \$62.00 Page 1 of 1  
Covenant NORTH GORGE RESIDENTIAL PARTNERS LLC  
Spokane County Washington



06/07/2012 01:09:04 PM 6098778  
Recording Fee \$62.00 Page 1 of 1  
Declaration NORTH GORGE RESIDENTIAL PARTNERS LLC  
Spokane County Washington



When recorded, return to:

NORTH GORGE RESIDENTIAL PARTNERS, LLC,  
1421 N Meadowwood Lane, Suite 200  
Liberty Lake, WA 99019

RECIPROCAL EASEMENT AGREEMENT  
WITH COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND DECLARATION OF ANNEXATION

Grantors: **NORTH GORGE RESIDENTIAL PARTNERS, LLC,**  
a Washington Limited Liability Company, as Declarant

**KAY E. KALOUS,** owner of 1905 W. Bridge Ave

**MICHELLE L. SYLVESTER,** owner of 1913 W. Bridge Ave.

**DRUSHELLE M. BRENNEN,** owner of 1917 W. Bridge Ave.

Grantee: **KENDALL YARDS HOMEOWNERS ASSOCIATION,**  
a Washington Nonprofit Corporation

Legal Description: LOTS 2 THRU 6 IN BLOCK 8, OF THE FINAL PLAT OF IDE &  
KAUFMANS ADDITION TO SPOKANE FALLS, RECORDED  
IN BOOK A OF PLATS, PAGE 67, AFTER CERTIFICATE OF  
APPROVAL OF BOUNDARY LINE ADJUSTMENT,  
RECORDED ON APRIL, 9 2012. RECORDING NUMBER  
6082629. SITUATE IN SPOKANE COUNTY, STATE OF  
WASHINGTON. SE ¼ SEC 13, T24N, RNG 42E, W.M. AND  
SW ¼ SEC 18, T24N, RNG 43E, W.M.

Parcel Numbers: 25134.2004, 25134.2005, 25134.2006, 25134.2007,  
25134.2008

1

R. E. Excise Tax Exempt  
Date 6/7 2012  
Spokane County Treas.  
By CLK

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING LAND ("Agreement"), effective as of the date set forth below ("Effective Date"), is made and executed by NORTH GORGE RESIDENTIAL PARTNERS, LLC, a Washington Limited Liability Company, ("Declarant"), and is agreed to and acknowledged by KENDALL YARDS HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation ("Association").

#### RECITALS

A. Townhome Property. The parcel of real property subject to this Agreement ("Townhome Property") is legally described above. As of the date of Effective Date, Declarant is the owner of all of the Townhome Property. The Townhome Property is and will be improved with multi-family buildings (each, a "Building"), and each Building contains more than one townhome and resides on more than one separate parcel of land ("Lot"). The Declarant intends to sell the Lots to purchasers, each of which will become the owner of a Lot ("Owner").

B. Kendall Yards. The Townhome Property is adjacent to and is intended to be included in the real estate development commonly known as Kendall Yards. A portion of the Kendall Yards development is subject to that certain Master Declaration of Covenants, Conditions, and Restrictions for the Kendall Yards ("Master Declaration") made by North Gorge Residential Partners, LLC, a Washington Limited Liability Company, dated August 23, 2010, and recorded in the real property records of Spokane County, Washington, on August 23, 2010, under recording number 5927019. Pursuant to the Master Declaration, Declarant formed the Association.

C. Intent and Purpose. Declarant intends, by recording this Agreement, to subject the Townhome Property to and approve the annexation of the Townhome Property into the Master Declaration, to create mutually-

beneficial easements on, over, under, and across the Townhome Property for the mutual benefit of the Owners, and to create mutually-beneficial easements on, over, under, and across the Buildings for the mutual benefit of each Owner located within each Building.

## ARTICLE I.

### DEFINITIONS

Unless the context clearly indicates otherwise, capitalized terms as used in this Agreement have the meanings set forth in this Article. Unless the context clearly indicates otherwise, capitalized terms not otherwise defined in this Agreement have the meanings set forth in the Master Declaration:

1.1 Access Areas. The term "Access Areas" means all of the paved and concrete roadways and passageways on the Townhome Property, including without limitation the Parking Areas and sidewalks, but specifically excludes, without limitation, the Driveways.

1.2 Agreement. The term "Agreement" means this Reciprocal Easement Agreement with Covenants, Conditions and Restrictions.

1.3 Architectural Committee. The term "Design Review Committee" means the architectural committee created pursuant to Article X of the Master Declaration

1.4 Association. The term "Association" means the Kendall Yards Homeowners Association, a Washington Nonprofit Corporation.

1.5 Board or Board of Directors. The term "Board" or "Board of Directors" has the meaning of "Board" or "Board of Trustees" as defined in the Master Declaration.

1.6 Building or Buildings. The term "Building" or "Buildings" means the multi-family residential improvements located on the Townhome Property.

1.7 Common Area or Common Areas. The term "Common Area" or "Common Areas" has the meaning set forth in the Master Declaration and also

includes, without limitation, the Access Areas and open space in the Townhome Property, but excludes, without limitation, (for some purposes) the Driveways, all as more specifically defined in Section 3.1, below.

1.8 Declarant. The term "Declarant" means "North Gorge Residential Partners, LLC", a Washington Limited Liability Company.

1.9 Declaration of Annexation. The term "Declaration of Annexation" has the meaning set forth in the Master Declaration.

1.10 Driveways. The term "Driveways" means the paved or concrete portions of the Townhome Property that are directly in front of each garage and extending from the face of the garage to the common access ways and that benefit only an individual Lot.

1.11 Effective Date. The term "Effective Date" means the date set forth below on the signature page of this Agreement.

1.12 Lot. The term "Lot" means each separate parcel of land contained in the Townhome Property held by any record Owner(s) and will be a "Lot" as that term is used in and for the purposes of the Master Declaration,

1.13 Master Declaration. The term "Master Declaration" means that certain Master Declaration of Covenants, Conditions, and Restrictions for Kendall Yards ("Master Declaration") made by North Gorge Residential Partners, LLC, a Washington Limited Liability Company, dated August 23, 2010, and recorded in the real property records of Spokane County, Washington, on August 23, 2010, under recording number 5927019.

1.14 Owner. The term "Owner" means the persons or entities who from time-to-time are the record owner(s) of the fee title to all or any portion of the Townhome Property and each Lot, including without limitation the Declarant.

1.15 Owner's Guests. The term "Owner's Guests" means all invitees, licensees, relatives, agents, and assigns of any Owner.

1.16 Parking Areas. The term "Parking Areas" means the paved or

concrete portions of the Access Areas that are designated by the Association for the parking of automobiles.

1.17 Project. The term "Project" has the meaning set forth in the Master Declaration.

1.18 Special Assessment. The term "Special Assessment" has the meaning set forth in the Master Declaration, as further authorized by Section 2.2 of this Agreement.

1.19 Townhome Architectural Committee. The term "Townhome Architectural Committee" has the meaning set forth in Section 2.4, below.

1.20 Townhome Property. The term "Townhome Property" means the real property legally described above.

1.21 Townhome Committee. The term "Townhome Committee" has the meaning set forth in Section 2.3, below.

## ARTICLE II.

### DECLARATION OF ANNEXATION

2.1 Annexation. Declarant hereby incorporates the Townhome Property into a common plan of development for the Association and, by this Agreement, imposes upon the Townhome Property the mutually-beneficial restrictions imposed by the Master Declaration. Declarant hereby declares that the Townhome Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the Master Declaration, incorporated into this Agreement by this reference. All of the limitations, covenants, conditions, restrictions, and easements contained in the Master Declaration shall constitute covenants which run with the Townhome Property and are perpetually binding upon the Declarant, Owners, and their successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Townhome Property; provided that, notwithstanding Section 4.1.1 of the Master Declaration, townhome style buildings may be constructed on the Townhome

Property that contain more than a single family dwelling for single family occupancy, so long as a single family resides on each Lot within the Townhome Property; further provided that, notwithstanding Section 4.2.3 of the Master Declaration, signs advertising Townhome Lots for sale or lease may be displayed only if approved by or permitted by the Board; and further provided that, notwithstanding Section 7.3 of the Master Declaration, Special Assessments may be imposed on the Townhome Property for the purposes set forth herein.

2.2 Special Assessments on Townhome Property. In addition to levying special assessments pursuant to Section 7.3 of the Master Declaration, the Board may also levy a Special Assessment on the Lots in the Townhome Property for maintaining, repairing and replacing the Common Areas located on the Townhome Property; provided that any such Special Assessment for maintaining the Common Areas must be made upon all Lots on the Townhome Property and must be allocated equally to each Lot on the Townhome Property.

2.3 Townhome Committee. The Board of Directors shall establish an advisory committee to the Board for matters that specifically concern or impact the Townhome Property ("Townhome Committee") and the Board may establish reasonable rules and regulations relating to the Townhome Property. The Townhome Committee shall be formed not later than one (1) year from the sale of the first Lot within the Townhome Property. The Townhome Committee has the authority to make recommendations to the Board regarding the Townhome Property and the Board is hereby instructed to consider (but is not obligated to accept) the recommendations. The Townhome Committee does not have any of the rights or obligations of the Board and nothing in this Agreement is intended to constitute or does constitute a grant, assignment, or delegation of any such rights or obligations. The Townhome Committee will have no more than five (5) and no less than three (3) members, as determined by the Board of Directors. The members of the Townhome Committee will be appointed by the Board of

Directors. A member of the Townhome Committee must have an ownership interest in a Lot in the Townhome Property. The Board will determine the method, timing, location, and procedure of the Townhome Committee appointments and meetings; provided that the Townhome Committee will have meetings scheduled no less than once a calendar year.

2.4 Townhome Architectural Committee. The Board shall also establish an advisory committee to the Design Review Committee created pursuant to Article X of the Master Declaration for matters that specifically concern or impact the Townhome Property ("Townhome Architectural Committee"). The Townhome Architectural Committee shall be formed not later than one (1) year from the sale of the first Lot within the Townhome Property. The Townhome Architectural Committee has the authority to make recommendations to the Design Review Committee regarding the Townhome Property, and the Design Review Committee is hereby instructed to consider (but is not obligated to accept) the recommendations. The Townhome Architectural Committee does not have any of the rights or obligations of the Design Review Committee, and nothing in this Agreement is intended to constitute or does constitute a grant, assignment, or delegation of any such rights or obligations. The Townhome Architectural Committee will have no more than five (5) and no less than three (3) members, as determined by the Board. The members of the Townhome Architectural Committee will be appointed by the Board from those individuals who have an ownership interest in a Lot located within the Townhome Property.

2.5 Committee Members. The members of the Townhome Committee and Townhome Architectural Committee are subject to the standards of care applicable to members of the Board and Design Review Committee, respectively. Likewise, any disclaimer of, limitation on, insurance for, or indemnification for (whether arising from the Master Declaration, Bylaws, Articles, applicable law, or otherwise) liability applicable to members of the Board and Design Review

Committee also applies to members of the Townhome Committee and Townhome Architectural Committee, respectively.

### ARTICLE III.

#### TOWNHOME PROPERTY EASEMENTS

3.1 Master Declaration Easements. Without limiting the Master Declaration, the easements set forth in Article 4 of the Master Declaration apply to the Townhome Property, as if the Declarant under this Agreement were the Declarant under the Master Declaration. For all purposes in the Master Declaration, the Common Areas include, without limitation, the Access Areas and open space in the Townhome Property, but exclude, without limitation, the Driveways in the Townhome Property; provided that the Driveways are included in the definition of Common Areas for the purposes of Section 5.11.2.1 of the Master Declaration (regarding repair and maintenance), Section 4.2.5 of the Master Declaration (regarding repair and maintenance), and Section 6.4 of the Master Declaration (regarding damage to Common Areas).

3.2 Access Easements. Declarant hereby grants the Owners, the Owners' Guests, and the Association a nonexclusive easement over and across the Access Areas and Parking Areas, along with such other portions of the Townhome Property as are reasonably necessary, for the purposes of providing access to or from the Lots or other property subject to the Master Declaration.

3.3 Parking Easements. Declarant hereby grants the Owners, the Owner's Guests, and the Association a nonexclusive easement over and across the Parking Areas, along with such other portions of the Townhome Property as are reasonably necessary, for the purposes of parking vehicles in compliance with the Master Declaration and the rules and regulations applicable to the Parking Areas as set forth by the Association.

3.4 Maintenance Easements. Declarant hereby grants the



Association a nonexclusive easement over and across the Common Areas, along with such other portions of the Townhome Property as are reasonably necessary, for the purposes of maintaining the landscaping and irrigation systems for the Townhome Property. The easement granted in this Section shall not apply to the landscaping in the planting beds around each Building, which will be the responsibility of the individual Owners.

#### ARTICLE IV.

##### TOWNHOME BUILDING MAINTENANCE AND EASEMENTS

4.1 Intent of Declarant. The Declarant intends for all of the Owners of each Building to collectively make the decisions and take the actions set forth within this Article as if each Building constituted a separate sub-association for the sole purposes of maintaining, improving, and repairing such Building; provided that this Agreement and Article do not actually create any association or sub-associations and provided further that nothing in this Agreement or Article restricts or limits the rights of the Association under the Master Declaration (for example and without limitation, this Article does not limit the right of the Association to cause each Building and Lot to be maintained and assess the cost of maintenance to the Owners of the Building pursuant to Section 5.11.2.1 of the Master Declaration).

4.2 Building Maintenance, Improvement, and Repair. The Owners of each Building, in addition to the obligations set forth in Section 4.2.5 of the Master Association related to each Owner's Lot, are also required to maintain and repair the exterior portions of their Building (as such portions are defined in this Section) in good condition at the collective expense of the Owners of the Building and may make improvements to the same exterior portions of their Building. The exterior portions of the Building subject to this Section are those exterior portions of the Building which cannot reasonably be maintained, improved, or repaired without substantially maintaining, improving, or repairing similar or other affected portions

hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

6.9 Not a Partnership. The Declarant, Association, and Owners do not by this Agreement, in any way or for any purpose, become partners or joint venturers in the conduct of their respective businesses or otherwise.

6.10 Owner(s) Obligations. All obligations of each Owner(s) under and by virtue of the provisions contained in this Agreement will continue, notwithstanding that such Owner may be leasing, renting or selling such Owner's Lot under contract. The Owner(s) have no obligation for expenses or other obligations accruing after such Owner conveys the fee title for such Lot to another party.

IN WITNESS WHEREOF, Declarant and Association have executed this Reciprocal Easement Agreement with Covenants and Restrictions as of the 31st day of May, 2012

**NORTH GORGE RESIDENTIAL PARTNERS LLC**

By:   
\_\_\_\_\_  
JAMES M. FRANK, Member

**1905 W. BRIDGE AVE.**

By:   
\_\_\_\_\_  
KAY E. KALOUS, Owner

**1913 W. BRIDGE AVE.**

By:   
MICHELLE L. SYLVESTER, Owner

**1917 W. BRIDGE AVE.**

X By:   
DRUSHELLLE M. BRENNEN, Owner

**KENDALL YARDS HOMEOWNERS ASSOCIATION**

By:   
JAMES M. FRANK, President

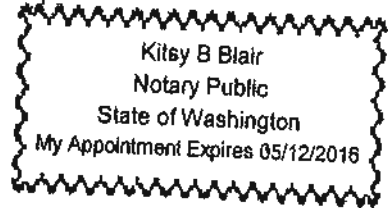
STATE OF WASHINGTON )  
 : ss.  
County of Spokane )

On this 31<sup>st</sup> day of May, 2014, personally appeared before me JAMES M. FRANK, to me known to be the Member of NORTH GORGE RESIDENTIAL PARTNERS, LLC, a Washington Limited Liability Company, the Company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.

*Kitsy B Blair*  
Notary Public in and for the State  
of Washington, residing at Spokane  
My Commission

Expires: 5/12/16



STATE OF WASHINGTON )  
 : ss.  
County of Spokane )

On this 31<sup>st</sup> day of May, 2014, personally appeared before me JAMES M. FRANK, to me known to be the President of KENDALL YARDS HOMEOWNERS ASSOCIATION, a Washington Nonprofit Corporation, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said Corporation.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.

*Kitsy B Blair*  
Notary Public in and for the State  
of Washington, residing at Spokane  
My Commission

Expires: 5/12/16

