



RETURN NAME and ADDRESS

Stamper Rubens, PS

720 W. Boone, Suite 200

Spokane, WA 99210

Document Title(s)

Declaration of Protective Covenants and Reciprocal Easements

Raceway Park commercial Lots

Reference Number(s) of Related Documents

Grantor(s)

Premium Holdings, LLC George Lawrence, Managing Member

Grantee(s) The public / property owners

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, and Lot 8 within the Final Plat of Raceway Park Commercial Lots Binding Site Plan LUA202018-0025, recorded at Book 4 of Binding Site Plans, at Page 39, Records of Spokane County

Legal Description

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Final Plat of Raceway Park Commercial Lots Binding Site Plan LUA202018-0025 recorded at Book 4 of Binding Site Plans, at Page 39, Records of Spokane County, located in the NE Quarter of the SE Quarter, Section 13, Township 25 North, Range 41 East, Willamette Meridian

Parent Assessor's Tax Parcel Number 15134.0015

R. E. Excise Tax Exempt
Date 06/04 2020
Spokane County Treas.
By MS

STAMPER RUBENS, PS
720 W. BOONE, SUITE 200
SPOKANE, WA 99201
Attention: STEVEN O. ANDERSON

**DECLARATION OF
PROTECTIVE COVENANTS
AND RECIPROCAL
EASEMENTS**

RACEWAY PARK COMMERCIAL LOTS

These Protective Covenants and Reciprocal Easements ("Declaration") are declared by PREMIUM HOLDINGS, LLC, a Washington limited liability company ("Declarant"), as the Owner of the real property to be known as RACEWAY PARK COMMERCIAL LOTS (the "Development") and legally described as follows:

See Attached Schedule "A" real property descriptions.

The provisions of this Declaration are hereby imposed on the Development real property owned by Declarant. This Declaration is intended to assure compatibility with existing and planned development, to protect property values, to provide for reciprocal easements, to ensure quality construction of improvements that are compatible with a harmonious development of the Development, and to provide for a fair and equitable apportionment of costs of common services and facilities to property Owners and Occupants within the Development.

This Declaration and its covenants, conditions, restrictions, reciprocal easements and reservations shall be deemed to run with the real property which constitutes the Development including each and every Lot therein. This Declaration shall bind and be applicable to all Owners and Occupants of the Development and their respective officers, agents, employees, customers, licensees, invitees, tenants, subtenants, mortgagees, successors, assignees and any other person having any interest in or to any part of the Development or possession thereof by, through or under an Owner, Occupant or possessor. The covenants, conditions and restrictions provided in this Declaration shall apply to the remodeling of new or existing structures and to all new and replacement structures.

ARTICLE 1

Definitions

1.1 Declarant. The Declarant refers to PREMIUM HOLDINGS, LLC, and its successors, or any other entity or organization that succeeds to PREMIUM HOLDINGS, LLC's legal interest or obligations in the Development. Except as provided in Article 7, PREMIUM HOLDINGS, LLC shall be the Declarant so long as it is the Owner of any part of the Development.

1.2 Owners Association. Owners Association refers to the Association that may be formed at the Declarant's discretion, among the then existing Owners of real property situated in the Development at such time as the Declarant determines that formation of an Owners Association is desirable.

1.3 Owner(s). "Owner" or "Owners" refers to any and all persons who acquire fee simple title to any real property in the Development, who acquire a purchaser's interest by virtue of a real estate contract, or who are lessees under a ground lease.

1.4 Occupant. "Occupant" means any Person who is entitled to the use and occupancy of all or a portion of an improvement constructed within the Development, other than customers, invitees and guests.

1.5 Person. "Person" means any individual, corporation, partnership, limited liability company, association or any other lawful form of legal entity.

1.6 Binding Site Plan. "Binding Site Plan" means that binding site plan approved by Spokane County, Washington under number _____ recorded under Spokane County auditor's number 6926785, as the same now exists or as may hereafter be amended.

1.7 Lot. "Lot" means any segregated portion of the Development property established under the Binding Site Plan.

1.8 Common Easements. "Common Easements" means all driveways, roads and walkways within the Development which are hereby reserved for the benefit of all Owners, Occupants and invitees, but no rights accrue to any persons except Owners.

1.9 Common Areas. "Common Areas" refers to all swales and their surrounding curbs, part of which extend beyond the perimeters of the Development.

1.10 Common Facilities. The term "Common Facilities" refers to utilities, including without limitation, water, sewer, gas, electric, telephone, fiber optics, cable, roads, stormwater systems, sidewalks, landscaping, drainage, entry gate and similar improvements, within the Common Areas and within the Common Easements.

ARTICLE 2

Development Standards

At the time of development of each Lot, and at such other times as an Owner may apply for a building permit for improvements to a Lot, or apply for any other permit from a public agency, the Owner shall comply with the development standards set forth herein.

2.1 Review of Plans. No building, structure, fence, road, wall, parking area, lighting, utilities or other improvements of any nature, including landscaping, shall be commenced, erected, or planted in the Development, nor shall any exterior addition or modification to, or change or alteration thereof, be made until the plans and specifications showing the nature, kind, shape, elevation, color, materials, species, lighting plan, utility plan, and location of the same shall have been submitted to, and approved in writing by, Declarant. the Declarant's response shall not be unreasonably withheld or delayed.

2.2 Guidelines. In order to obtain and maintain the harmony of external design and location in relation to surrounding structures and topography herein and in order to maintain the general plan of improvement for the mutual benefit of the Development, Declarant shall be guided by the following:

2.2.1 Design.

2.2.1.1 Any building erected on a Lot shall be designed by a licensed architect and shall comply with all applicable laws and regulations, including without limitation, applicable building codes.

2.2.1.2 External ground level or wall-mounted heating, air conditioning, electrical and other equipment shall be installed in such a manner that it is screened, covered and otherwise visually obscured from other Lots within the Development and from outside the Development.

2.2.1.3 Buildings shall be designed so that the exterior elevation of each will be architecturally and aesthetically compatible with other structures within the Development and so that the buildings, walls, footings and awnings do not encroach from one Lot onto another Lot. Design and construction shall conform with sound architectural construction and engineering standards.

2.2.1.4 Outside material storage yards, whether open or enclosed, are prohibited.

2.2.1.5 All dumpsters or other trash or garbage facilities shall be located, covered and screened from view, all in accordance with plans approved by the Declarant.

2.2.1.6 The purpose of on-site lighting is to light landscaped areas, pedestrian walkways, buildings, parking or approved storage, for decorative

purposes or for security reasons. Lighting shall be designed to avoid or minimize light diffusion to adjoining property where negative impacts may be created.

2.2.1.7 All improvements shall be of good quality as determined in the sole discretion of Declarant.

ARTICLE 3

Maintenance Standards

The maintenance standards are intended to outline minimum standards and the required level of upkeep and repair for structures and the surround landscaping and property.

3.1 Buildings. Exterior walls and facings shall not be allowed to become cracked, chipped, faded or in any way deteriorated so that the aesthetics are impaired, as determined by Declarant. Broken or damaged windows, doors or other exterior members of structures shall be promptly repaired or replaced.

3.2 Landscaping. All landscaping shall be maintained in an attractive manner and weed free condition at all times. Plants and shrubs shall be maintained in a healthy, disease free condition. Decorative pools, fountains and the like are to be maintained in a clean and operating condition.

3.3 Screening. Fencing and any other architectural screen shall be maintained in an aesthetically pleasing form and not allowed to become deteriorated. No fencing or barrier shall be installed which in any manner interferes with the use of the Common Easements.

3.4 Paved Areas and Other Surfaces. Any paved areas, whether used for parking, driveways, truck loading or otherwise, which become broken, cracked, settled or otherwise in need of repairs shall be repaired within a reasonable time. If the repair is within a Common Easement or Common Area the cost shall be a common cost. Otherwise, it shall be a cost of the Owner. Grass, weeds and other plant material growing in cracks shall be removed. Areas covered with gravel, bark, rocks or wood chips shall be kept free of litter and debris. Markings on paved surfaces shall be maintained so as to be clearly visible.

3.5 Unimproved Areas. All areas that are not otherwise landscaped or improved shall be maintained in a weed-free condition by the Owner of the Lot.

ARTICLE 4

Common Areas and Facilities

4.1 Common Areas. Common Areas and Common Facilities described or shown on the Binding Site Plan of the Development, or otherwise of record, as the same now exist or as they may be amended from time to time, for the installation and maintenance of utility lines and Common Facilities, drainage facilities, roadways and walkways and the private water and sewer systems serving the Development are for the common use of all Owners and Occupants

of the Development. Declarant reserves for itself, utility providers and governmental entities, the right at any reasonable time to enter upon any lot for the purpose of locating, relocating, installing, constructing, maintaining or otherwise dealing with the Common Areas and Common Facilities located, or to be located, in, on, over, under or across any Lot.

4.2 Owner's and Occupants Right of Enjoyment. The Owners and Occupants of Lots shall have the right to use and enjoy the Common Areas and Common Facilities, including, but not limited to, the right of ingress and egress across all walkways, roadways and driveways in the Development, and easements or utilities, sewage and drainage. Such easements shall be appurtenant to, and shall pass with the title to, property within the Development subject to the following provisions:

4.2.1 The right of Declarant to establish uniform rules and regulations (including traffic control measures) pertaining to the use, maintenance and improvement of the Common Areas and Common Facilities;

4.2.2 The right of Declarant to dedicate the common roadway areas and utilities to public use;

4.2.3 An Owner may, with the consent of the Declarant after not less than thirty (30) days' notice, such consent not to be unreasonably withheld or delayed, relocate its access point for ingress/egress over an easement area. Such Owner shall be responsible for compliance with all applicable federal, state and local regulations and all costs associated with such relocation. In addition, to the extent existing utilities, sewage and drainage, walkways, roadways, driveways, and parking areas are affected within the Common Areas and Common Facilities, such Owner shall be responsible for the payment of all costs associated with the interruption, relocation, repair or other costs of the affected item or utility, whether the affected entity is Declarant, another purveyor of utilities, a Lot Owner, an adjacent real property owner, or governmental entity.

4.3 Walkways and Driveways. There shall be no obstruction of any walkways, roadways and driveways located within the Common Areas of the Development, which would interfere with the circulation of foot or vehicle traffic except such obstruction as may be reasonably required in connection with repairs of such walkways, driveways or other Common Areas or Common Facilities.

4.4 Water and Sewer Systems. Declarant has installed main water and sewer lines at various locations throughout the Development for the use of Owners and Occupants of the Development. Declarant shall not be responsible for installation or maintenance of drainage systems or water or sewer lines on any Owner's property except within the Common Areas as required, or provided for, by the Binding Site Plan. Installation of fire hydrants and service lines or similar facilities from the Common Areas to the Owner's facility shall be the responsibility of the Owner of the Lot. Declarant will charge, and Owners shall pay, for utilities that are owned and operated by Declarant and consumed by Owners and Occupants all at rates established by Declarant.

4.5 Common Easements. Declarant reserves and declares for the use and benefit of all Owners of Lots, the following nonexclusive easements over, upon, across and through all Common Easements, without payment of any costs or fees, except as may otherwise be provided in this Declaration. Owners may extend the rights established herein to Occupants of their Lots; however, no rights shall be established for the benefit of visitors, invitees, guests or the general public or for the benefit of any property located outside of the Development.

4.5.1 *Vehicular Easements*. Vehicular easements are established over, upon and across and between the Lots and over the Common Easements, for access to public streets abutting the Development.

4.5.2 *Pedestrian Easements*. Pedestrian easements are established over, upon and across and between the Lots and over the Common Easements, for access to parking areas and as may be established by sidewalks and other ways for pedestrians which are improved as such from time-to-time, or as located or relocated from time to time.

4.5.3 *Common Facilities*. Over, upon, under and across the Common Easements and Common Areas for the installation, use, operation, maintenance, repair, replacement and removal of water lines and systems, telephone, fiber optics, and cable lines and systems, gas lines and systems, sanitary sewer lines and systems, electrical lines and systems, sprinkler lines and systems, storm sewers, drainage lines and systems, and other utility lines and systems hereafter developed to serve one or more of the Lots, which will be installed underground or otherwise enclosed and will be installed, operated and maintained with all due diligence in a manner which will not unreasonably interfere with the use of any Lot. The Owner of any Lot burdened or affected by any such Common Facility may, with the consent of the Declarant after not less than thirty (30) days' notice, such consent not to be unreasonably withheld or delayed, relocate any such facility, provided that the proposed relocation will not unreasonably interrupt any utility service to any Lot, nor will it impair or reduce the function of the Common Facility. The Owner requesting the relocation will pay all costs associated with the relocation of the Common Facility.

4.5.4 *Construction Easements*. For the purpose of constructing improvements on any Lot, including the installation, modification, care, maintenance and replacement of improvements, provided the use of a burdened Lot is reasonably necessary, the work is diligently pursued to completion using sound construction practices, and that the work will not unreasonably interfere with the use and enjoyment of any other Lot.

4.5.5 *Self-Help Easements*. For the right of entry and easements across, over and under each Lot for purposes reasonably necessary to enable the Owner of any other Lot to perform any of the obligations of this Declaration which a defaulting Owner has failed to perform.

ARTICLE 5

Assessments

5.1 Cost of Operation and Maintenance. Declarant shall operate and maintain

(including snow removal) the Common Easements and Common Facilities, including water and sewer systems (but excluding public streets and facilities owned by Owners or third parties), the cost of which shall be borne by all Owners, pro-rata. Declarant shall have authority to establish the estimated amount of assessments, such determination to be based on Declarant's best bona fide estimate of the cost of providing services and operation and maintenance of the Common Easements and Common Facilities. Assessments will be made against all Owners, pro rata to defray the cost of such operation and maintenance.

5.2 Calculation. Assessments shall be prorated based upon this formula: The square footage of an Owner's Lot is divided by the square footage of all Lots, and multiplied times the actual expense, as estimated by the Declarant, plus 10% for administration.

5.3 Budget, Billing and Payment of Assessments. Declarant shall prepare an annual budget for projected operational and maintenance expenses. Declarant will invoice Owners one twelfth (1/12) of their pro-rata share of the budgeted amount on a monthly basis, and payment shall be due within ten (10) days of the date of the invoice. By March 31 of the following year, Declarant shall prepare an annual report setting forth actual operating and maintenance expenses compared to budgeted operating and maintenance expenses. If an Owner has paid more than its pro-rata share of actual expenses (plus 10 percent for administration), Declarant shall credit the Owner for the overpayment. If an Owner has paid less than the actual expenses (plus 10 percent for administration), Declarant shall issue to each Owner an invoice for the balance due, which shall be due and payable within ten (10) days of the date of the invoice. Upon request of Owners, Declarant shall make copies of these reports and supporting documentation available to any requesting Owner.

ARTICLE 6

Enforcement

Declarant shall have the right to enforce this Declaration by any proceedings at law or in equity that it deems appropriate. Unpaid assessments shall constitute a lien against an Owner's Lot and may be enforced by recording the assessment as a lien with the Spokane County Auditor, and the Declarant may enforce the same by foreclosure in Spokane County Superior Court, following the same procedure as for the foreclosure of liens for the furnishing of labor and materials. The prevailing party shall be entitled to recover costs and reasonable attorney fees in any such action. Declarant shall have the right to suspend access to Common Easements and Common Facilities for violation of any covenant, condition or restriction or failure to pay any assessments when due. Prior to the initiation of any enforcement proceeding or other remedy, Declarant shall provide thirty (30) days' written notice to the delinquent party specifying the alleged default. During this notice period, the delinquent party may cure the default alleged in the written notice. If the default is not cured within the notice period, then Declarant may invoke any of the enforcement proceedings or remedies provided for in this Declaration or otherwise available by law.

ARTICLE 7

Owners Association

7.1 Creation. Declarant may establish, in corporate form, an Owners Association at such time as Declarant determines that formation of the Owners Association is desirable. Declarant, in its sole discretion, may transfer all or any portion of Declarant's interest in the Common Easements and Common Facilities, including utility lines and facilities, drainage facilities, roadways, gates, walkways, water system, stormwater systems and sewer systems, to the Owners Association which shall thereupon become the successor to Declarant. In the event Declarant elects to transfer its utility lines or water facilities, or sewer lines or facilities, the Owners Association will be required to assume Declarant's obligation to provide such utilities or services to Owners. Declarant may, in its discretion, transfer said facilities to other purveyors of utilities or governmental organizations as it deems appropriate.

7.2 Control. The Owners Association shall be controlled and administered according to its Bylaws. The Owners Association may adopt rules and regulations or other administrative or operative procedures consistent with this Declaration, the Articles of Incorporation and Bylaws to carry out and implement the obligations of this Declaration. The Owners Association shall be empowered to enforce whatever interests that Declarant may transfer to it under Article 7.1 according to the terms of this Declaration.

7.3 Extension of Covenants to Adjoining Lands. Any owner of land which adjoins the land already subject to this Declaration may apply to Declarant to have said adjoining land made subject hereto. Declarant will set forth the criteria it requires to permit adjoining land to become subject to this Declaration. With the written approval of Declarant to include the adjoining land under this Declaration, the owner thereof may make such land subject hereto by executing an instrument in form approved by Declarant and applying this Declaration to such adjoining land, and recording the same in the real property records of Spokane County, Washington. Upon such recordation, this Declaration shall run with the land already subject to this Declaration and with such adjoining land as if this Declaration had applied to all of said land from the inception of this Declaration, and shall inure to the benefit of, and be binding upon, the owners of all such land, the Declarant, and any others having any interest therein, their respective heirs, successors and assigns.

ARTICLE 8

Environmental Covenants

8.1 Hazardous Materials. No Owners and Occupants shall engage in or allow the generation, use, manufacture, treatment, transportation, storage or disposal of any hazardous substance in, on, under or adjacent to their real property in any way that is prohibited by applicable federal, state and local laws, regulations and orders.

No Owner and Occupants shall engage in or allow the unlawful release (from underground tanks or otherwise) of any hazardous substance in, on, under or adjacent to such Owner's real property (including air, surface water and ground water on, in, under or adjacent to the real property). All Owners shall at all times be in compliance with all applicable environmental law (and shall cause their tenants, employees, agents and contractors to be) with respect to the real property and any hazardous substance and shall handle all hazardous substances lawfully and in compliance with good industry standards and management

practices. As used in this Declaration, the term "hazardous substance" shall mean any substance, chemical or waste, including any petroleum products or radioactive substances, that is now or shall hereafter be listed, defined or regulated as hazardous, toxic or dangerous under any environmental laws. As used in this Declaration, "environmental law" shall mean any federal, state, or local laws, ordinances, rules, regulations and requirements now or hereafter enacted (including consent decrees and administrative orders) relating to the generation, use, manufacture, treatment, transportation, storage, disposal, or release of any hazardous substance.

All Owners and Occupants shall promptly notify Declarant and any adjacent real property Owners, in writing, if Owner has, or acquires, notice or knowledge that any hazardous substance has been, or is threatened to be-, released, discharged or disposed of, on, in, under or from the real property in violation of this Declaration. Owner and Occupant shall immediately take such action as is necessary to report to governmental agencies as required by applicable law and to detain the spread of, and remove, to the satisfaction of any governmental agency having jurisdiction, any hazardous substances released, discharged or disposed of on the Owner's Lot or in the Development.

Owner or Occupant shall at all times maintain an employee or consultant familiar with applicable law and charged with responsibility for Owner's and Occupant's compliance with all environmental laws. Owner and Occupant shall implement a system to review its/their hazardous substance activities on a regular basis and shall in good faith and in accordance with sound business practices, implement and maintain the best possible management practices to minimize the hazards posed by hazardous substances, for example, by reducing the amounts of hazardous substances used and/or disposed of, by utilizing less dangerous or less toxic materials and/or by implementing programs to ensure the safe and proper handling, labeling, use and disposal of hazardous substances.

ARTICLE 9

Other Regulations

9.1 Zoning. Real property in the Development may be used as permitted by applicable zoning regulations of Spokane County, Washington, or any other governmental body having jurisdiction over zoning except to the extent restricted by this Declaration. In the event of conflict between zoning regulations and this Declaration, the more restrictive provisions shall control. With the exception of shipping and receiving dock areas, and to the extent permitted by law, all business functions shall be conducted indoors.

9.2 Offensive Trade. No unlawful noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which would constitute an annoyance or nuisance to neighboring Owners or Occupants, nor shall sound and external noise and odors be permitted which exceed applicable governmental standards.

9.3 Signs. Declarant's intent is to permit reasonable signage in the Development without the imposition of strict standards and to accommodate flexibility in sign design. However, to ensure compliance with this Declaration, and to maintain the Development's first-class appearance, all sign designs, materials, location, size, colors and details are subject to

Declarant's written approval prior to installation.

9.3.1 Signage shall be coordinated so far as is reasonably possible with the exterior design and colors of the building to which the signs apply. The location of all signage is subject to approval by Declarant so as to avoid interference with the maintenance of landscaping, Common Easements and the repair and maintenance of utility lines.

9.3.2 Neon, flashing, rotating signs and the like are prohibited.

9.3.3 Approved monument-type signs and directional signs may be permitted at access points to any Lot.

9.3.4 Wall signs on the exterior of a building may be permitted, but limited to the identification of the Occupant.

9.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot.

9.5 Rubbish. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon for a period in excess of seven (7) days.

9.6 Parking. Parking of all vehicles shall be in the designated spaces upon the Owner's Lot and not in the Common Easements. No vehicle shall be parked on any streets or driveways.

9.7 Binding Site Plan. Each Owner and Occupant of a Lot shall comply with the conditions and covenants imposed on the Development by the Binding Site Plan and/or plot plan.

9.8 Maintenance. Each Owner and Occupant shall keep its Lot and improvements in good order and repair including, without limitation all buildings, landscaping other than in Common Areas, and other improvements thereon. The Owner and Occupant shall follow a regular course of maintenance for all buildings and improvements and shall regularly mow and water all lawns and regularly maintain all landscaping on the Owner's Lot which is not in a Common Area. No Owner or Occupant of any Lot shall permit the property, landscaping or any improvements thereon to exhibit signs of deterioration, disrepair or neglect.

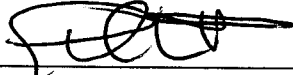
9.9 Snow Removal. Each Owner and Occupant shall be responsible for snow removal from its Lot, except that Declarant will be responsible for snow removal from Common Easements, including sidewalks.

9.10 Owners/Tenants. In the event an Owner leases to, or allows possession of, a Lot by a tenant, such tenant shall be bound by all of Owner's obligations imposed by this Declaration as an Occupant.

9.11 Amendment. This Declaration can be amended only in writing signed by Declarant and a majority of the Owners voting according to the number of square feet in their Lots.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PREMIUM HOLDINGS, LLC



By: George Lawrence
Its: Managing Member

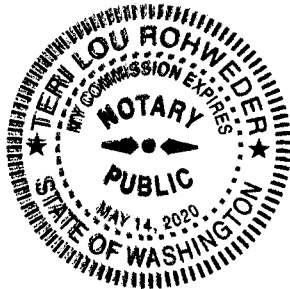
STATE OF WASHINGTON)

) ss.

County of Spokane)

On this day personally appeared before me GEORGE LAWRENCE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of March, 2020.




Notary Public in and for the State of
Washington, residing at Spokane.
My commission expires: 5/14/2020

SCHEDULE "A"

REAL PROPERTY DESCRIPTIONS

ALL LOTS WITHIN THE FINAL PLAT OF RACEWAY PARK COMMERCIAL LOTS BINDING SITE PLAN LUA2018-0025, RECORDED AT BOOK 4 OF BINDING SITE PLANS, AT PAGE 39, RECORDS OF SPOKANE COUNTY, LOCATED IN THE NE QUARTER OF THE SE QUARTER, SECTION 13, TOWNSHIP 25 NORTH, RANGE 41 EAST, WILLIAMETTE MERIDIAN.