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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINES

Unofficial Document

FILED OR RECORDED

REQUEST OF *W. E. Donahue*

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WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This DECLARATION, made on the date hereinafter set forth by The Pines Partnership, a partnership consisting of BUD AAKER, DEL BATCHELDER, DAN G. GARDNER and KENNETH V. MOLAND, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Spokane, State of Washington, which is more particularly described as:

The Northeast quarter of the Northeast quarter of Section 8, Township 24 North, Range 43 East, W.M., lying easterly of Hatch Road, Except the North 400 feet thereof, in Spokane County, Washington.

NOW THEREFORE, Declarant hereby declares that all of the Subdivision described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the

property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

ARTICLE I
DEFINITIONS

1.1 "Association" shall mean and refer to The Pines Homeowners Association, its successors and assigns.

1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Building Site which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 "Subdivision" shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Common Area" shall mean all property (including the improvements thereto) now owned or hereafter acquired by the Association for the common use and enjoyment of the owners.

1.5 "Building Site" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Subdivision with the exception of the Common Area.

1.6 "Declarant" shall mean and refer to The Pines Partnership, its successors and assigns if such successors or

assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property Description. The property which is subject to this declaration is as follows:

The Northeast quarter of the Northeast quarter of Section 8, Township 24 North, Range 43 East, W.M., lying easterly of Hatch Road, Except the North 400 feet thereof, in Spokane County, Washington.

ARTICLE III

MEMBERSHIP: VOTING RIGHTS

3.1 Formation of a Non-profit Corporation. The parties to this agreement covenant that as soon as one (1) of the Building Sites in The Pines has been sold, Declarant shall cause to be formed a non-profit corporation under the laws of the State of Washington, in which every owner of a lot in the Pines shall be a member. Membership shall be appurtenant to and may not be separated from ownership of any Building Site which is subject to assessment. The Articles of Incorporation of such corporation shall specify, among the purposes and duties of such corporation, the enforcement of all the restrictions, covenants, and conditions contained in the within deed and the maintenance, preservation, and improvements of such Subdivision, and the keeping and maintaining of The Pines and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets, so far as it may lawfully act,

and the transaction of such other business as may be permitted by law.

3.2 Classes of Membership. The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Building Site owned. When more than one person holds an interest in any Building Site, all such persons shall be members. The vote for such Building Site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Building Site.

Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Building Site owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On September 15, 1987.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Site owned within the Subdivision, hereby covenants, and each owner of any Building Site by acceptance of a deed therefor, whether or not it shall be

so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of The Pines and for the improvement and maintenance of the Common Area, the sewer system and the roads in the subdivision.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Site to an owner, the annual assessment shall be not more than six hundred dollars (\$600.00) per Building Site.

(a) From and after January 1 of the year immediately following the conveyance of the first Building Site to an owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Building Site to

an owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum allowable increase, and such increased assessment may be enforceable at law under Section 4.8.

4.4 Special Assessments of Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice and Quorum for any Action Authorized under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent

meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all Building Sites and may be collected on a monthly basis.

4.7 Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to the Building Sites on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Building Site at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or the Association setting forth whether the assessments on a specified Building Site have been paid. A properly executed certificate of the Association as to the status of assessments on a Building Site is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may

bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Site.

4.9 Subordination of the Lien to Mortgages. The lien or the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Building Site shall not affect the assessment lien. However, the sale or transfer of any Building Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

COVENANTS FOR MAINTENANCE

5.1 Building Sites to be Kept in Good Repair:

Creation of Lien. Each owner shall keep all Building Sites owned by him, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the proper maintenance of septic systems, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Garage interiors shall be

maintained in a clean and orderly manner, so as to avoid the danger of fire. If, in the opinion of the "Architectural Committee" as hereinafter defined, any owner fails to perform the duties imposed by the Association, after approval by a two-thirds (2/3) decision of the Association Board, and after fifteen (15) days written notice to the owner to remedy the condition in question, the committee shall have the right, through its agents and employees, to enter upon the Building Site in question and to repair, maintain, repaint and restore the Building Site or such improvements and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the Building Site in question.

5.2 Bona Fide Purchaser Not Responsible for Lien. The lien provided in Section 5.1 hereof shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the Building Site in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to the recordation among the land records of Spokane County of the deed (or mortgage) conveying the Building Site in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VI

PROPERTY RIGHTS

6.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Building Site, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Building Site remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

6.2 Easement for Access and Landscaping. Every owner shall have a right and easement of enjoyment in and to the land between his Building Site and the street for purposes of access and landscaping, subject to the prior approval of the overall design by the Architectural Committee, as described in Article VII below and, subject to easements as shown on the final plat.

6.3 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the property.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1 Approval of Plans by Architectural Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or if no suit to enjoin the erection of such structures has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

7.2 Specification of Reasons of Disapproval. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) The failure of such plans or specifications to comply with any of The Pines restrictions;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested;

(c) Objection to the exterior design, appearance or materials of any proposed structure;

(d) Incompatibility of any proposed structure or use with existing structures or uses upon other Building Sites in the vicinity;

(e) Objection to the location of any proposed structure upon any Building Site or with reference to other Building Sites in the vicinity;

(f) Objection to the grading plan for any Building Site;

(g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;

(h) Objection to parking areas proposed for any building on the grounds of (i) incompatibility to proposed uses and structures on such Building Sites or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Building Site; or

(i) Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of The Pines or with structures or uses located upon other Building Sites in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be

accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

7.3 Unapproved Construction: Remedies. If any structure shall be altered, erected, placed or maintained upon any Building Site, or any new use commenced on any Building Site, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VII and without the approval required herein, and upon written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Building Site in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation. If fifteen (15) days after the notice of such a violation the owner of the Building Site upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Building Site and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the Building Site in question. The lien provided in this Section 7.3 shall not be valid as

against a bona fide purchaser (or bona fide mortgagee) of the Building Site in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to the recordation among the land records of Spokane County of the deed (or mortgage) conveying the Building Site in question to such purchaser (or subjecting the same to such mortgage).

7.4 Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Building Site on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such certificate shall be at the expense of such owners. Any certificate of compliance issued in accordance with the provisions of this Section 7.4 shall be prima facie evidence of the facts therein stated, and as to any title insurer, such certificate shall be conclusive evidence that all structures on the Building Site, and the use or uses described therein comply with all the requirements of this Article VII, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

7.5 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$75,000.00

exclusive of the price or cost of the land based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 1000 square for a dwelling of more than one story.

7.6 Building Location. Animal structures shall be no less than 50 feet from a residence, except the owner's residence.

7.7 Restriction Against Raising Height of Grade. Neither the buyer nor any person or persons claiming under him shall or will at any time raise the grade of any Building Site or sites herein conveyed above the grade established or to be established by Declarant unless approved by the Architectural Committee.

7.8 Restriction Against Excavation and Grading. No excavation for stone, gravel, or earth shall be made on the Building Site except for walls, basements, or cellars of dwellings; provided, however, that Declarant reserves the right at any time prior to December 31, 1987 to excavate and grade on the conveyed Building site, and to remove material from or deposit material on such Building Site in connection with the work of laying out and improving The Pines; but provided further,

that Declarant may waive this privilege as to any Building Site on which a buyer may desire to erect a building before that date.

7.9 Restrictions as to Building Materials - Covering Outside Walls. No residence or structure of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in the tract in which the conveyed property is located unless the same be covered over on all its outside walls with material approved by the Architectural Committee.

7.10 Restriction as to Roof Construction. Roofs shall be covered with shingles of wood, or with slate or tile and of such construction as approved by the Architectural Committee.

7.11 Restriction as to Fences - Location. No fences shall be located closer than 25 feet to any street.

7.12 Restriction as to Fences - Height and Style. No fence, wall, or hedge higher than 6 feet shall be erected or maintained on the premises conveyed by the within deed. The style of all fences must typically conform with the general guidelines set forth in the development plan for the tract or be approved in advance by the Architectural Committee.

7.13 Requirement as to Seeding and Planting. When any building shall be constructed on any portion of the lands and premises conveyed by the within deed, the owner of the portion of land on which such building is constructed shall have the choice to keep the premises in their natural state, or as a lawn, or some combination of both, provided that if the premises are to be kept in their natural state, no litter or rubbish shall be allowed, and no irrigation shall be introduced.

ARTICLE VIII

USE RESTRICTIONS: GENERAL COVENANTS8.1 Governmental Regulation: Strictest Standards

Control. The Pines restrictions shall not be taken 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 Pines restrictions shall be taken to govern and control.

8.2 Restriction Against Manufacturing or Commercial

Enterprise. No manufacturing or commercial enterprise or enterprises for any kind of profit shall be maintained on, in front of, or in connection with the property hereby conveyed, nor shall such property in any way be used for other than strictly residential purposes. This restriction shall not be construed, however, as preventing the maintenance of a home office such as, but not limited to, real estate or accounting.

8.3 Land Use and Building Type. No Building Site

shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Building Site other than one single-family dwelling and out-buildings, not to exceed 2-1/2 stores in height and a private garage.

8.4 Temporary Structures. No structure of a temporary

character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Building Site at any time as a

residence either temporarily or permanently except that tents may be used by owner or his or her family in "camping out".

8.5 Restriction Against Subdividing. No Building Site shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

8.6 Garbage and Refuse Disposal. No Building Site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

8.7 Water Pollution - Prevention. In the interest of public health and sanitation, and so that the above-described land and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof, the owner will not use the above-described property for any purpose that would result in the pollution of any waterway that flows through or is adjacent to such property by refuse, sewage, or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

8.8 Signs. No sign of any kind shall be displayed to the public view on any Building Site except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8.9 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Building Site within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property lines extended. The same sight-line limitations shall apply on any Building Site within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8.10 Restriction Against Oil and Gas Wells. No well for the production of, or from which there may be produced, oil or gas shall be drilled or operated on the premises, nor shall any machinery, appliance, or structure be placed, operated, or maintained therein in connection with such activities.

8.11 Animals.

(a) No split-hoofed animals, animals raised for commercial purposes, or animals with an adult weight greater than two hundred fifty (250) pounds may be kept on any Building Site.

(b) Any animals not restricted shall be properly sheltered and cared for.

(c) Dogs shall be leashed or penned, and not allowed to run loose except under close supervision.

8.12 Nuisances. No noxious or offensive activity shall be carried on upon any Building Site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8.13 Recreational Vehicles. Recreational vehicles, including boats, motorcycles, snowmobiles and the like are not to be used in The Pines subdivision, either in the Common Area or on any Building Site, and such vehicles shall be stored out of sight of any but the owner's house.

8.14 External Lighting. All external lighting shall be non-glare and approved by an architectural committee prior to installation.

8.15 Offstreet Parking. When any residence shall be constructed on Lots 10 through 13 and Lots 15 through 21, Block 1, and Lots 1 through 13, Block 2, of the subdivision, there shall be provided, as a part of any such improvement, sufficient offstreet parking to accommodate at least two motor vehicles for each said lot.

ARTICLE IX

PARTY WALLS

9.1 General Rules of Law to Apply. In the event there should be any common or party wall construction in the Subdivision, each wall which is built as a part of the original construction of the homes upon the Subdivision and placed on the

dividing line between the Building Sites shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Construction. All party walls shall be constructed in such a manner as to provide a 2-hour fire wall and a sound transmission classification of 50 minimum.

9.3 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

9.4 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

9.5 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection and repair against such elements.

9.6 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this

Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

9.7 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

UTILITY EASEMENTS

10.1 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Building Site and all improvements in it shall be maintained continuously by the owner of the Building Site, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XI

ROAD, COMMON AREA AND SEWER MAINTENANCE

11.1 Maintenance. The Association shall maintain all roads located in the subdivision including the driveway easements

serving Lots 1, 4, 5, and 15 through 21, Block 1 of the subdivision. For the purpose of the preceding sentence, "maintenance" includes snow plowing or removal when deemed necessary by the Board of Directors of the Association. In addition, the Association shall operate and maintain the Common Area and the sewer system for the subdivision. The costs incurred by the Association for maintenance of the roads, Common Area and sewer system will be paid from the annual maintenance assessments referred to in Article IV.

ARTICLE XII

INSURANCE OBLIGATIONS: CASUALTY DAMAGE

12.1 Fire Insurance. All owners shall carry fire insurance with such coverage limits as may be necessary to pay the cost of rebuilding.

12.2 Repair in Case of Destruction. In the event of destruction of a residence or other structure by fire or other sudden casualty, the owner of such structure shall commence repair and rebuilding within 26 weeks.

12.3 Injury to Other Property: Enforcement Provisions. In the event any owner, family member, guest, or animal causes injury to the Common Area or another's property, the reasonable cost of repair or restitution shall be borne by said owner. The Association may bring an appropriate action at law or in equity to enforce this provision if the Common Area is injured, and a judgment obtained will be a personal obligation against the owner, and a lien against his property.

Any owner may bring an appropriate action at law or in equity for injury done to his Building Site or easement.

ARTICLE XIII

GENERAL PROVISIONS

13.1 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. 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.

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

13.3 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Building Site owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Building Site owners. No such

waiver, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of Auditor for the County of Spokane, State of Washington; provided, however, that this provision shall have no application so long as Declarant shall be the owner of twenty-five percent (25%) of the Building Sites in The Pines.

13.4 Conveyance. Each owner accepting a deed, lease or other instrument conveying any interest in any Building Site, 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.

13.5 Exceptions. Exceptions to any of the above-listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of these covenants and restrictions.

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

13.7 Water. The City of Spokane shall provide 1 water meter for the subdivision which shall meter all water provided to the 34 residential units and the common areas owned by the Homeowners Association. The Homeowners Association shall pay this bill to the city and shall be reimbursed from the residents

of the Association. The water bill shall be divided into 44 units; the owners of Lots 10 through 13 and Lots 15 through 21, Block 1, and Lots 1 through 13, Block 2, shall each pay 1/44 of the water bill and the owners of Lots 1 through 9 and Lot 14, Block 1, shall each pay 2/44 of the water bill. Any water bill not paid by an owner of a lot within thirty (30) days after reimbursement is requested by the Association shall bear interest from its due date at the rate of twelve percent (12%) per annum and shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the lot in question. This lien shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to the recordation among the land records of Spokane County of the deed (or mortgage) conveying the lot in question to such purchaser (or subjecting the same to such mortgage).

In the event the Association is able to secure maintenance of the water system by the city of Spokane the above allocation formula and charges shall terminate and the city will bill the individual homeowner or an alternative system shall be determined by the Homeowners Association.

DECLARANT:

PINES PARTNERSHIP
a Washington General Partnership

By: Bud Aaker
Bud Aaker, Partner

By: *Del Batchelder*
Del Batchelder, Partner

By: *Dan G. Gardner*
Dan G. Gardner, Partner

By: *Kenneth V. Moland*
Kenneth V. Moland, Partner

The undersigned lienholders acknowledge that any interest they presently have in the property or which they hereafter acquire shall be subject to the covenants, conditions and restrictions contained herein.

S.O. "Bud" Aaker
S.O. "Bud" Aaker, General Partner
of Whispering Pines, a Limited
Partnership

Max J. Kuney, III
Max J. Kuney, III

Shelly A. Kuney
Shelly A. Kuney

LINCOLN MUTUAL SAVINGS BANK

By: *Judith J. Brantigan*
Jts. 1987 Vice President

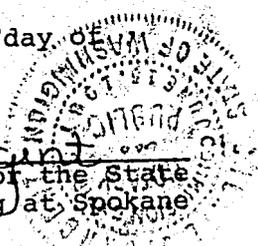
Unofficial Document

STATE OF WASHINGTON)
) ss
County of Spokane)

On this day personally appeared before me BUD AAKER, to me known to be a general partner of PINES PARTNERSHIP, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument for and on behalf of said partnership.

GIVEN under my hand and official seal this 30th day of November, 1983.

Cheryl J. Sargent
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane



STATE OF Wash)
) ss
County of Spokane)

On this day personally appeared before me DEL BATCHELDER, to me known to be a general partner of PINES PARTNERSHIP, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument for and on behalf of said partnership.

GIVEN under my hand and official seal this 30th day of November, 1983.
May, 1984

David L. Vage
NOTARY PUBLIC in and for the State
of Wash., residing at Spokane



STATE OF WASHINGTON)
) ss
County of Spokane)

On this day personally appeared before me S. O. "BUD" AAKER, to me known to be a general partner of WHISPERING PINES, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument for and on behalf of said partnership.

GIVEN under my hand and official seal this 30th day of May, 1984.

Cheryl J. Sargent
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane



STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me MAX J. KUNEY, III and SHELLY A. KUNEY, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of May, 1984.

Bud Aaker
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane

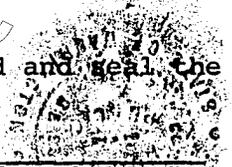


STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 31 day of May, 1984, before me personally appeared KIMBERLY K. BERTRAND to me known to be the ASST. VICE PRES. of LINCOLN MUTUAL SAVINGS BANK, the 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 is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.


NOTARY PUBLIC in and for the State
of Washington, residing at Spokane



STATE OF WASHINGTON)
) ss
County of SPOKANE)

On this day personally appeared before me DAN G. GARDNER, to me known to be a general partner of PINES PARTNERSHIP, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument for and on behalf of said partnership.

GIVEN under my hand and official seal this 30 day of November, 1983.


NOTARY PUBLIC in and for the State
of WASHINGTON residing at Spokane

