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REQUEST OF TRANSAMERICA TITLE

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W. J. HUE
FOR
SPOKANE COUNTY, WASH.,
SAMPSON

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DECLARATION

OF

PROTECTIVE COVENANTS

FOR

AUTUMN CREST

KNOW ALL MEN BY THESE PRESENTS, that LANDRETH CONSTRUCTION, INC., a Washington corporation (hereinafter referred to as "Developer"), duly authorized to do business in the State of Washington, is the owner of the following described real property:

That portion of Tract 205 of VERA, as per plat thereof recorded in Volume "O" of Plats, Page 30, in the Northeast Quarter of Section 26, Township 25 North, Range 44 E.W.M. described as follows:

BEGINNING at the Northeast corner of said Tract 205; thence South 00°00'00" East along the East line of said Tract 205, 667.07 feet to the Southeast corner of said Tract 205; thence South 89°49'58" West, along the South line of said Tract 205, 286.00 feet; thence North 00°10'02" West, 180.00 feet; thence South 89°49'58" West, 51.48 feet; thence North 00°00'00" East, 486.72 feet to the North line of said Tract 205; thence North 89°46'28" East, along said North Line, 338.00 feet to the point of beginning;

Situate in the County of Spokane, State of Washington.

It is the intent and purpose that these Protective Covenants shall apply to the above referenced real property (hereinafter referred to as "Autumn Crest" or the "Project"), upon recording hereof, and that additional property may be

annexed to and placed under the effect of these Protective Covenants by the Developer upon recording a Declaration of Annexation to that effect, PROVIDED HOWEVER, said additional property shall only be all or any part of the following described property:

Tracts 196, 199, 204, 205 of VERA, all in the County of Spokane, State of Washington.

At such time, if any, that all or any part of the above described additional property is properly annexed, such additional property shall also be known as Autumn Crest and these Protective Covenants shall then apply equally to said annexed property as though originally a part hereof, but these Protective Covenants shall have no affect on said additional property immediately above described until and unless a Declaration of Annexation is recorded subsequent hereto.

DECLARATION

The Developer hereby declares and imposes the following protective covenants on the real property known as Autumn Crest, legally described first above, and the uses to which said property may be put, said declaration constituting covenants that run with all of said land and are binding upon all persons now or hereafter owning or claiming or having any interest in said land and being for the benefit of, and as limitations upon, all present and future owners of said property, this declaration of restrictions and covenants, being for the purpose of keeping said property desirable, uniform and suitable for the uses and

purposes indicated herein.

Each purchaser from the developer shall receive fee or equitable title to an individual lot (with the right and obligation to construct a dwelling thereon) and a membership in the Autumn Crest Homeowners' Association, which shall have certain ownership, administrative and maintenance responsibilities concerning Autumn Crest along with the right to assess individual lots for the cost of operation and maintenance in the carrying out of those responsibilities.

The Developer hereby declares that the property subject hereto shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, and covenants all of which are for the purpose of enhancing and protecting the value and attractiveness of said property and Autumn Crest. All of the covenants shall run with the land and shall be perpetually binding upon all of the parties, their successors in interest and assigns.

The Developer desires to provide for the means to enforce rights, reservations, easements, liens and charges and for necessary maintenance and for the delegation of the right to establish present and future building restrictions, future use, responsibilities, rights and obligations through a community organization consisting of a non-profit community corporation that includes as members, all persons who own or purchase any parcel of land subject to this declaration. That corporation

shall be known as Autumn Crest Homeowners' Association and shall be filed as a non-profit corporation with the Secretary of State in the State of Washington according to the statutes pertaining to non-profit corporations.

Section 1. Common Property. Certain areas within the project will be designated as entry ways, project borders with fencing, and a main entryway boulevard with improvements thereto on 22nd Avenue in the County right-of-way, and all of those items are hereby defined as common property. All common property shall be owned by the Homeowners' Association by deed thereto that will be filed by the Developer at such time that each final plat has been filed with the County of Spokane. Each property owner by being a member of the Homeowners Association, shall be responsible for an equal share of the cost of managing, maintaining, repairing, and improving the common property. Such obligation shall be a lien on each lot if unpaid on the due date established by the Autumn Crest Homeowners' Association, and shall be forecloseable in the same manner in which a mortgage lien is foreclosed under the laws of the State of Washington, PROVIDED, HOWEVER, the obligations imposed in this Section shall not include any property or lots still owned, in part or wholly, by the Developer, or any person or entity that may subsequently replace the Developer in the same capacity as the Developer.

Section 2. Sewer System and Street Lighting. Autumn Crest shall be serviced by sewer lines connected to a sewer system managed, maintained and repaired by Spokane County, and use

thereof shall be subject to all rules and regulations now or subsequently imposed by Spokane County, including but not limited to the right to charge for sewage use and lien any property for non-payment thereof. Each purchaser from Developer hereby covenants and agrees, on behalf of himself and his heirs, representatives, successors and assigns that he will pay to Spokane County all charges allocated to his lot for operation and maintenance of the sewage system.

Street lighting in the project will be installed by Vera Water and Power Company, and charges therefore will be assessed to the Autumn Crest Homeowners' Association and shall be paid by each lot owner, prorated, as an assessment pursuant to the provisions hereinafter stated.

Section 3. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot by acceptance of a deed or contract therefore, whether or not it should be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Autumn Crest Homeowners' Association: All regular assessments or charges, and special assessments or charges duly established and authorized by and according to the By-Laws of said Association. Said regular and special assessments, together with interest thereon, late payment penalties if provided, costs and actual attorneys fees, shall be a charge and a continuing lien upon the lot against which each assessment is made, the lien to become effective upon the levy of the assessment. Each such assessment regular or special together with all attendant costs

and charges heretofore mentioned, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment fell due. No owner of a lot, except the Developer as stated in Section 1 above, may exempt himself from liability for this contribution toward the common expenses by waiver, either express or implied, of the use or enjoyment of any part of the project or by the abandonment of his lot or by the refusal to accept the benefit flowing from the assessment. The undersigned further authorize for, and each lot owner by acceptance of a deed or contract therefore does hereby authorize, the Autumn Crest Homeowners' Association to enforce the collection and recovery of all assessments in the same manner as any common debt may be collected under the laws of the State of Washington and may enforce a lien of such assessment in the same manner and by foreclosure as a mortgage is enforced under the laws of the State of Washington.

Section 4. Allocation of Assessments. Each lot, except all lots owned by the Developer or its replacement, shall bear a proportionate share of each regular and special assessment.

Section 5. Use of Restrictions.

A) Use of Individual Lots. No lot or dwelling shall be occupied and used except for single family residential purposes by the owners, their tenants, and social guests; and no trade, business, profession, commercial or manufacturing enterprise or activity (other than home occupation) shall be conducted therein. As used in this

paragraph the term "home occupation" shall mean only an occupation, profession or craft, carried on within a dwelling by the owner, which activity does not change the residential character of the dwelling, is conducted in such a manner as to not create any outward appearance of a business in the ordinary meaning of the term.

Provided, however, nothing in this section shall prevent the Developer from using a residence within the development to conduct business and sell lots, on a temporary basis only.

B) Nuisances. No noxious, illegal or offensive activities shall be carried on in any lot or dwelling, or in any part of the subject property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective lot, or which shall in any way increase any rate of insurance for any owner within the project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same or otherwise conflict with the spirit of this Declaration in establishing a peaceful, residential community within the project.

C) Vehicle and Equipment Restrictions. No more than one of the following vehicles, whether personal or recreational, shall be allowed and the same must be parked behind the front edge of the dwelling built and ten feet

from the side lot line of any lot: travel trailer, camper, motor home, recreational vehicle, boat and trailer, commercial vehicle, bus, truck (except for purposes of loading and unloading of passengers or personal property), no inoperable automobile, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any lot, dedicated street or other area within the property, other than temporarily for emergency repairs, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board of Directors of the Autumn Crest Homeowners' Association. No noisy or smokey vehicle shall be operated on the property. No offroad unlicensed motor vehicle shall be maintained or operated upon the property, except as reasonably necessary to the execution and the rights and duties of the declarant or the Association under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business whenever conducted, shall be kept parked, stored, dismantled, or repaired outdoors on any lot, or any dedicated street within the project.

No vehicles may be kept or parked on a permanent basis

on any of the public streets within the project.

D) Signs. No signs shall be displayed to the public view on any lots or on any portion of the property except such signs as are approved by the Autumn Crest Homeowners' Association. "For Sale" or "For Rent" signs shall be allowed, provided they do not exceed five (5) square feet in size.

E. Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept in any lot or dwelling, or on any portion of the property; except that no more than two (2) usual and ordinary household pets, such as dogs, cats, or birds may be kept outdoors, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times. The Board of Directors of the Autumn Crest Homeowners' Association may enact reasonable rules and promulgate the same, respecting the keeping of animals within the project, and may prohibit or limit the maintenance of barking dogs within the project.

F) Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the property at each owner's expense, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view from the dedicated

streets.

G) Right to Lease. Except for a dwelling in possession of a lender following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, the respective dwellings shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the dwelling are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the owners of the respective lots shall have the absolute right to rent out the dwellings (but not less than an entire dwelling) provided that the rental agreement is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and the By-Laws, and any published and promulgated rules and regulations adopted by the Autumn Crest Homeowners' Association. Any failure on the part of any tenant to comply with these covenants or with the By-Laws and promulgated rules of the Autumn Crest Homeowners' Association shall constitute a default under the terms of such rental agreement.

H) Front Yard Landscaping. At the time construction of the exterior of each residence is completed, the front

yards of each residence shall be landscaped by each owner in substantial conformity with those homes already built and landscaped.

I) Maintenance of Storm Water Drainage System. The storm water drainage system, as designed by Adams and Clark, and approved by Spokane County, has been or is being installed for the purpose of controlling surface water in the project. In order to ensure the effectiveness of this drainage system the Autumn Crest Homeowners' Association shall be responsible for any ongoing maintenance and expenses thereon. The Association shall maintain the stormwater drainage system in reasonable conformance with the approved drainage plan.

J) Retention Pond and Drywells on Lot 5, Block 2 and Ditch Adjacent to and West of Lots 3-7, Block 2.

The surface water collected by the drainage system described above shall be placed in a retaining pond which is inside the project, and a ditch which is outside the project. The Developer shall retain the right to drain surface water from the additional land owned by it into the pond and the ditch. Maintenance costs of the pond and the ditch including, but not limited to, taxes, insurance, weed control, etc., shall be the responsibility of the Association. The Association shall maintain the Retention Pond and ditch in reasonable conformance with the approved drainage plan. The Association shall have the right to

pro-rate the above mentioned costs and charge the appropriate amounts for the additional drainage, from the adjacent property currently owned by the Developer, to the then owners.

Section 6. Construction Restrictions.

A) Alteration and/or Improvements to Property. With the exception of work carried out to further the completion of the project, no building, fence, wall, obstruction, balcony, screen patio, patio cover, tent, awning, carport, carport cover, improvement, structure of any kind, and no site preparation (Excavation, clearing or other preliminary work) shall be commenced, erected, painted or maintained upon the property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Architectural Control Committee hereinafter referred to as the "Committee", appointed by the undersigned and/or the Board of Directors of the Autumn Crest Homeowners' Association, at such time as that responsibility is transferred to the Autumn Crest Homeowners' Association by the Developer, but not later than the sale of the last lot in the project, including any land or lots annexed to the project.

B) Plans and Approval. Plans and specifications showing the nature, kind, shape, height, color, size, materials and location of such improvements or alterations, shall be submitted to the Developer, or Committee if this

responsibility has been transferred to Autumn Crest Homeowners' Association, for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation, all with reference to the architectural standards set forth in paragraph D below. Further, no construction shall be commenced on any lot, until the Developer or Committee shall have approved in writing, a plot plan showing the final locations of the dwelling or structure on the lot. No permission or approval shall be required to rebuild in accordance with the original plans and specifications, or to rebuild in accordance with plans and specifications previously approved by the Developer or Committee for that lot. No landscaping of patios or yards visible from the street shall be undertaken by any owner until plans and specification showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Developer or Committee, as the case may be.

All decisions by the Developer or Architectural Control Committee as the case may be, shall be by majority vote, except as otherwise required herein. Neither the Developer or the Committee, nor any of its members shall be liable to any owner for any decision made by the Committee which is made in good faith and in accordance with this Section 6.

C) Architectural Control Committee. Once this obligation has been transferred by the Developer, the number appointment and term of members of the Committee shall be as provided in the By-Laws of the Autumn Crest Homeowners' Association, subject to the following limitations:

1. If a Committee is appointed, there shall be not less than three (3) nor more than five (5) members of the Committee.

2. Upon transfer of Architectural control responsibility to the Association, the Board shall have the power to appoint all of the members of the Committee. Committee members appointed by the Board shall be from the membership of the Autumn Crest Homeowners' Association.

D) Architectural Standards. It is the intent of this Declaration to avoid a mixture of architecture which would create disharmony of design and appearance as determined by the Developer or Architectural Control Committee, as the case may be. In furtherance of this objective, and subject to the waiver power of the Developer or Committee as set forth in paragraph (11) below, the following standards shall apply:

1. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling for single

family occupancy only, with a private attached garage unless approved by the Developer or Architectural Control Committee. Notwithstanding the foregoing, the owner of two adjacent lots may construct his dwelling across the line between his lots, or otherwise without regard for the setback requirements pertaining to that line (however, any such combination of lots shall not operate to reduce the owner's rights and obligations with respect to each separate lot as shown on the Subdivision Plat).

(2) All roofs shall be constructed of asphalt composition of good quality or tile or alternate product, which product has first received the approval of the Developer or Architectural Control Committee.

(3) All exterior colors shall be approved by the Developer or Architectural Control Committee.

(4) All dwellings shall have enclosed attached garages unless otherwise approved by the Developer or Architectural Control Committee, of at least 20 feet by 22 feet in size, with fully improved driveways to the street; provided that said driveways shall be of a hard surface material, such as exposed aggregate, asphalt, or concrete.

(5) The design and placement of mail boxes, newspaper receptacles and street address labeling shall be a part of and in aesthetic harmony with the

landscape and construction plans submitted and approved under this Section 6.

(6) All accessory buildings shall be placed within the rear or interior side yard area of each lot and shall not be of a material inconsistent with the architecture, materials or color scheme of the dwelling on that lot.

(7) No fence, wall, hedge or mass planting, other than foundation planting, may extend nearer to a street than the minimum setback line of the dwelling as constructed. However, nothing in this subparagraph shall prevent the erection of a necessary retaining wall. No wire, cyclone or metal fencing of any kind shall be placed so as to be visible from any dedicated streets. All fencing erected except that by the Developer initially, shall be of wood materials similar in quality, type and design as that installed by the Developer, if any, on certain outside portions of the project, PROVIDED, HOWEVER, NOTICE IS HEREBY GIVEN THAT ALL LOTS WITH BOUNDARYS ADJOINING PROGRESS ROAD MAY NEED TO OBTAIN ZONING ORDINANCE VARIANCES FOR FENCING ALONG PROGRESS ROAD.

(8) No radio, citizens band, or other communication antenna shall be erected upon any lot or dwelling, except for standard television antennas which are unobtrusive and inoffensive and, as determined by

the Developer or Architectural Control Committee and for which the location of the same has first been approved.

(9) No trailer, basement, tent, shack, garage, barn, camper or other outbuilding or any structure of a temporary character erected or placed on any lot shall at any time be used as a residence.

(10) All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting.

(11) Waiver by Developer or Architectural Control Committee. Notwithstanding the guidelines set forth in paragraph "D" of Section 6 hereinabove, the Developer or Architectural Control Committee, as the case may be, shall have the right, by majority vote, to waive any of the architectural standards relating to appraised value, colors, materials, and type of construction, provided the owner is able to satisfy the Developer or Architectural Control Committee that the proposed colors, materials, and/or type of construction are at least equivalent in quality and attractiveness to the above standards and would not otherwise be inconsistent with the overall harmony of design and appearance of the project.

(12) Any dwelling or other structure erected or placed on any lot shall be completed as to external appearance, including finished painting and front and

side yard landscaping pursuant to substantial plans and specifications, all within twelve months from the date of commencement of construction. The owner of each lot shall, as soon as reasonably possible after occupying the dwelling, but not to exceed three years, continue landscaping rear yard areas, in substantial conformity.

Section 7. General Provisions.

(A) Termination of Any Responsibility of Developer.

In the event the undersigned, shall convey all of their right, title and interest in and to the property in the project to any partnership, individual or individuals, corporation or corporations, then and in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder; provided that, in order for the undersigned to be so relieved of liability, such transferee shall expressly assume all duties and obligations of the undersigned and shall first be approved by any lending institution of the undersigned, holding a mortgage or Deed of Trust on all or any portion of the property within the project, which approval shall not be unreasonably withheld.

(B) Conflict of Project Documents. If there is any conflict among or between the project documents, including these Declarations and the Articles and By-Laws of the Autumn Crest Homeowners' Association, the provisions of

