



When Recorded, Return To:
Drummond & Ashenbrener, P.S.
140 S. Arthur, Suite 600
Spokane, WA 99202

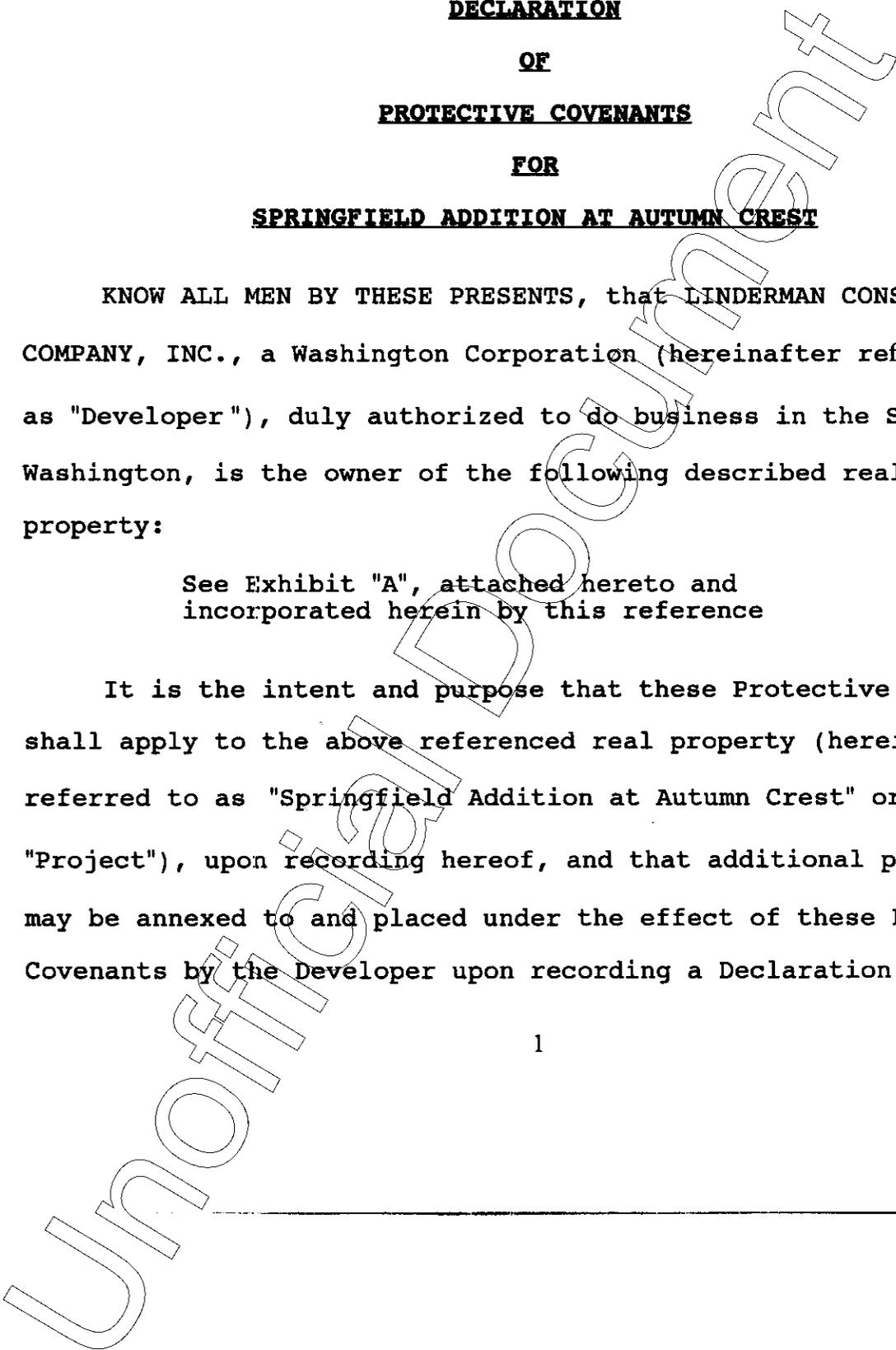
Assessor's Parcel Nos: 45261.0306 and 45261.0614
Abbreviated Legal Description: B196 VERA & PTN. B 199 VERA
Spokane County, Washington
Full legal description located on Page: 16

DECLARATION
OF
PROTECTIVE COVENANTS
FOR
SPRINGFIELD ADDITION AT AUTUMN CREST

KNOW ALL MEN BY THESE PRESENTS, that LINDERMAN CONSTRUCTION COMPANY, 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:

See Exhibit "A", attached hereto and incorporated herein by this reference

It is the intent and purpose that these Protective Covenants shall apply to the above referenced real property (hereinafter referred to as "Springfield Addition at 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.

At such time, if any, that any additional property is properly annexed, such additional property shall also be known as Springfield Addition at 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 Springfield Addition at 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), which shall have certain ownership and maintenance responsibilities concerning Springfield Addition at Autumn Crest.



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 Springfield Addition to 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.

Section 1. Sewer System. Springfield Addition at 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.

Section 2. Use 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 and 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 canceled 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 project, 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. No noisy or smokey vehicle shall be operated within the project. No off road unlicensed motor vehicle shall be maintained or operated within the project, except as reasonably necessary to the execution of the duties of the declarant performing 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, except as hereinabove authorized.

No vehicle, travel trailer, camper, motor home, recreational vehicle, boat, trailer, commercial vehicle, bus, or truck, 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 project, except "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 on or in any lot or dwelling, or on any portion of the project; 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.

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

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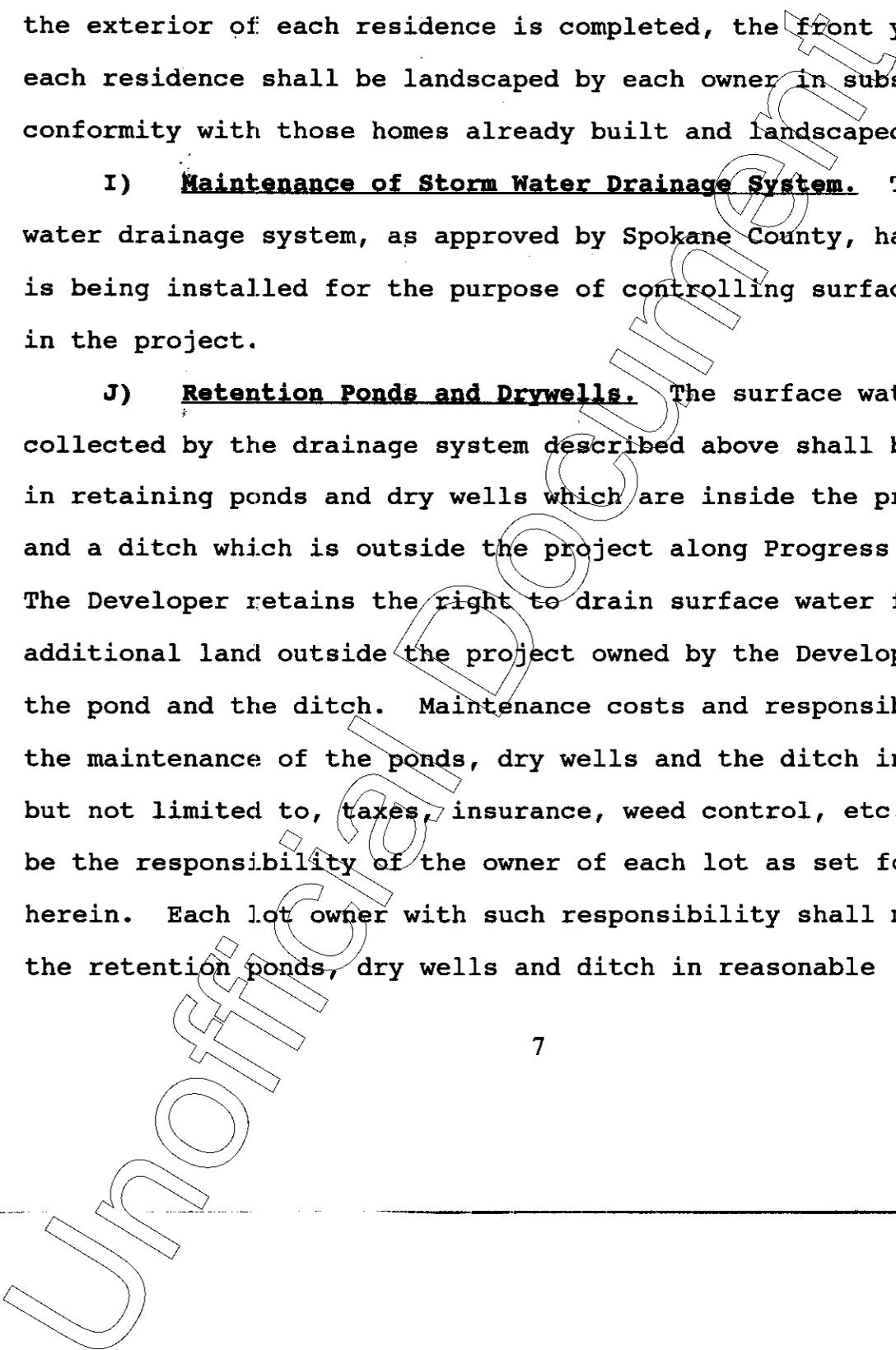


rent out the dwellings (but not less than an entire dwelling) provided that the rental agreement is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with these covenants shall constitute a default 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 yard 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 approved by Spokane County, has been or is being installed for the purpose of controlling surface water in the project.

J) Retention Ponds and Drywells. The surface water collected by the drainage system described above shall be placed in retaining ponds and dry wells which are inside the project, and a ditch which is outside the project along Progress Road. The Developer retains the right to drain surface water from additional land outside the project owned by the Developer into the pond and the ditch. Maintenance costs and responsibility for the maintenance of the ponds, dry wells and the ditch including, but not limited to, taxes, insurance, weed control, etc., shall be the responsibility of the owner of each lot as set forth herein. Each lot owner with such responsibility shall maintain the retention ponds, dry wells and ditch in reasonable





conformance with the approved drainage plan. The specific obligations are as follows:

1. Each of the Lots 1, 2, 3, 5, 6, 8, 9 and 10, of Block 1, and Lots 2 and 3 of Block 2, have "208" storm water retention ponds or areas within them. Developer shall initially construct and finish landscaping these areas, and thereafter each individual lot owner shall be responsible for the care and maintenance of such area within that owner's lot.

2. In addition to the foregoing, along the West boundary of Lots 5 and 6, Block 1, Developer shall install a sprinkler system for the "208" ditch area along Progress Road, and each of the owners of said lots shall have the responsibility to maintain, and keep in good repair, said "208" ditch area and sprinkler system as installed by Developer, including but not limited to that part thereof which is outside of, but contiguous to that owner's lot, and between said lot and Progress Road.

3. Each of Lots 1 and 10, Block 1, and Lot 2, Block 2, have one or more "208" storm drainage system dry wells upon them, and the owner of each of said lots shall have the duty and obligation, at said owner's own expense, to maintain said dry wells, including periodic cleaning as necessary, which are located upon said owner's lot.

Section 2. 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". Developer shall constitute the Committee until termination of that status as set forth in Section 3.

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 the Committee, 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, said plans and specifications and 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 nor 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 Section 2.

C) Architectural Control Committee. Once this obligation has been transferred by the Developer, the appointment and term of members of the Committee shall be as approved by a majority of lot owners within the project, subject to the following limitations:

1. If a Committee is appointed, there shall be three (3) members of the Committee.
2. Upon transfer of Architectural control responsibility by the Developer, the owners of the lots shall have the power to appoint all of the members of the Committee, by majority vote of the owners, each lot having one (1) vote. Committee members elected must be owners of lots within the Springfield Additional at Autumn Crest.

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 of 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 2.

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 BOUNDARIES 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, 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 2 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 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, complete landscaping rear yard areas, in substantial conformity.

Section 3. 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, prior to sale of all lots, 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 as Developer hereunder.

B. Transfer of Rights and Responsibilities to

"Committee". Upon complete build-out of all lots within the project, or at such earlier time as Developer (or substitute Developer) choses to terminate Developer's duties as "Architectural Control Committee", which Developer may exercise at any time by mailing notice thereof to each address within the project, by first class, U.S. Mail, the rights and responsibilities of the Architectural Control Committee, shall transfer to a Committee elected by a majority of owners of lots within the project, as set forth in Section 2.C, above.



C. Conflict of Project Documents. If there is any conflict among or between the project documents, the provisions of this Declaration of Covenants shall prevail over the subdivision plat.

DATED this 30th day of July, 1998.

LINDERMAN CONSTRUCTION COMPANY, INC.

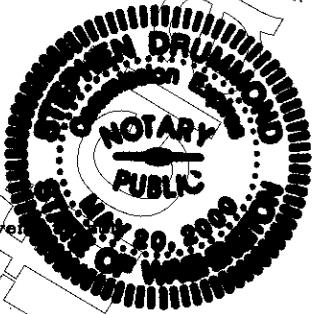
By: [Signature]
LONNIE LINDERMAN, President

By: [Signature]
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

ON THIS 30th day of July, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LONNIE LINDERMAN and Sue Linderman, to me known to be the President and Secretary, respectively, of LINDERMAN CONSTRUCTION COMPANY, INC., the corporation that executed the foregoing instrument, and acknowledged the 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
NOTARY PUBLIC FOR WASHINGTON
Residing at: [Address]
My Commission Expires: May 20, 2000

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EXHIBIT "A"

SPRINGFIELD ADDITION AT AUTUMN CREST:

That portion of Tracts 196 and 199 of VERA as per plat thereof recorded in Volume "O" of Plats, Page 30, described as follows:

BEGINNING at the Northeast corner of said Tract 199; thence South $00^{\circ}02'33''$ East, along the East line of said Tract 199, a distance of 26.40 feet to the Northerly boundary of AUTUMN CREST FOURTH ADDITION as per plat thereof recorded in Book 23 of Plats, Pages 73 and 74; thence Westerly along the Northerly boundary of said plat the following three (3) courses: (1) South $89^{\circ}46'27''$ West, a distance of 125.00 feet; (2) North $00^{\circ}02'33''$ West, a distance of 26.28 feet; (3) South $89^{\circ}42'57''$ West, a distance of 377.14 feet to the Northwest corner of said AUTUMN CREST FOURTH ADDITION; thence continuing South $89^{\circ}42'57''$ West, a distance of 145.00 feet to the Westerly line of Tract 196 of said plat; thence North $00^{\circ}05'07''$ West, along said West line a distance of 307.87 feet; thence North $89^{\circ}41'11''$ East, a distance of 522.37 feet; thence South $00^{\circ}02'33''$ East, a distance of 14.41 feet; thence North $89^{\circ}46'27''$ East, a distance of 125.00 feet to the East line of said Tract 196; thence South $00^{\circ}02'33''$ East, a distance of 293.60 feet to the Point of Beginning;

Situate in the County of Spokane, State of Washington.

(Parcel Nos. 45261.0306 and 45261.0614)

(Abbreviated Legal: B196 VERA & PTN. B 199 VERA)