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FILED OR RECORDED

REQUEST OF Robert J McKanna

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WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

DECLARATION OF
PROTECTIVE COVENANTS
OF BELLA VISTA ESTATES

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KNOW ALL MEN BY THESE PRESENTS, that Hilltop Enterprises, Inc., a Washington corporation, duly authorized to do business in the State of Washington is an owner and/or contract purchaser, and Andy Pirello, Charles D. Pirello, Wirt Pirello, and Frank Pirello, are either owners or contract vendors and Lincoln Mutual Savings Bank is a mortgagee of the following described real property:

Government Lots 1, 2, 6 and 7, all being in the North One-Half of Section 2, Township 24 North, Range 44 E.W.M., in the County of Spokane, State of Washington;

EXCEPT the East 528.58 feet of the West 600 feet of the North 350 feet of Government Lots 2 and 6, in Section 2, Township 24 North, Range 44 E.W.M., in Spokane County, Washington.

A portion of said property has been divided into Phase I, a residential development containing approximately 40 residential lots and shall be commonly known as Bella Vista Addition.

A second portion of said property has been divided into Phase II and a third portion of said property has been divided into Phase III, the total anticipated residential lots in all three phases will comprise approximately 177 residential lots.

It is the intent and purpose of the undersigned that these covenants and restrictions shall apply to all three phases of the development.

A. We do hereby declare and impose the following pro-

protective covenants as to the development of said property and the uses to which it may be put, said declaration constituting covenants that run with all of the land and are binding upon 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.

B. The development shall be referred to as the "project". Each owner 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 Bella Vista Homeowners' Association, which shall have certain administrative and maintenance responsibilities in the project along with the right to assess individual lots for the cost of operation and maintenance in the carrying out of those responsibilities.

C. The undersigned hereby declare that the property 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 the property and the project. 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.

D. The parties hereto desire 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 all members who purchase any parcel of land

impressed with this declaration. Said corporation shall be known as Bella Vista 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.

E. To accomplish the purposes hereinafter set forth we adopt and impose the following covenants and restrictions:

ARTICLE I

DESCRIPTION OF PROJECT AND CREATION OF
PROPERTY RIGHTS AND OBLIGATIONS

Section 1. Description of Project. The project consists of the underlying property with the residential dwellings and all other improvements and systems located or to be located thereon regardless of fee ownership thereof together with all common property situated within or upon the above-described property.

Section 2. Common Property. Certain areas within the project will be designated as greenbelt areas and are hereby defined as common property. All common property shall be owned an equal undivided interest by all property owners owning a lot in a portion of the project for which a final plat has been filed with the County of Spokane. Each property owner shall be responsible for an equal share of the cost of managing, maintaining, repairing, and improving common property. Such obligation, shall be a lien on each lot, if unpaid on the due date established by the Bella Vista 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.

Section 3. Sewer System. The project shall be serviced by a sewer system, which shall consist of the subdivision sewage system and the lateral line system. The subdivision sewage system shall be managed, maintained and repaired by Spokane

County, pursuant to the terms of an Operation and Management Agreement executed by the developer on behalf of the project with Spokane County. Each owner 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 subdivision sewage system (including the apportioned deficit costs, as the same are defined in the Operation and Management Agreement and which are allocated to an individual lot and individual lot owner) regardless of whether or not such lot is hooked into or otherwise serviced by the project sewer system.

It is recognized that there exists an off-site drain field which is not common property and not the property of individual lot owners nonetheless to the extent that Spokane County charges lot owners or the Homeowners' Association known as Bella Vista Homeowners' Association for any part of its charges attributable to the maintenance of the subdivision sewage system including that off-site drain field, the amount so charged shall be considered a common expense of the project and shall constitute a regular assessment against individual lots within the project.

The Bella Vista Homeowners' Association shall have the responsibility of monitoring, operating, maintaining and repairing the lateral line system and shall have an easement for such purpose across all lots in the project. EXCEPT that those individual lots that require a sewage pump for the force main sewer, the responsibility to purchase and maintain said pump shall be the individual responsibility of the lot owner needing the pump. The pump so required shall have the same specifications as are outlined in the Operation and Maintenance Agreement with Spokane County. The Homeowners' Association, however, shall retain the responsibility to contract for and maintain a reserve pump or pumps and service contract enabling

all lots to have all sewage systems on line at all times. The Homeowners' Association shall have and retain the obligation and power to assess and apportion the costs for the maintenance and operation of the sewage system.

Section 4. Creation of the Lien and Personal Obligation for Assessments. The undersigned, for each lot owned within the project, hereby covenant, and 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 Bella Vista Homeowner's 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 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 and each lot owner by acceptance of a deed or contract therefore does hereby authorize the Bella Vista Homeowner's 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 5. Allocation of Assessments. Each lot, including all lots owned by the undersigned, shall bear a proportionate share of each regular and special assessment. That is for benefits that flow to all lots within the project the apportionment shall be equal and for benefits that flow to only a portion of the lots, the assessment shall be apportioned among those lots receiving the benefit.

The use of all property within the project is subject to the following use restrictions.

ARTICLE II

USE OF RESTRICTIONS

Section 1. 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.

Section 2. Nuisances. No noxious, illegal or offensive activities shall be carried on in any lot or dwelling, or in any part of the 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.

Section 3. 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 more than 25 feet from the front lot line and/or ten feet from the side lot line of any lot: travel trailer, camper, motorhome, 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 Bella Vista Homeowners' Association. No noisy or smoky 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 and no vehicles may be parked on a permanent basis on any of the private roads within the project.

Section 4. 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 Bella Vista Homeowner's Association. "For Sale" or "For Rent" signs shall be allowed, provided they do not exceed five (5) square feet in size.

Section 5. 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 Bella Vista Homeowners' Association may enact reasonable rules and promulgate the same, respecting the keeping of animals within the project and may designate certain areas within the project in which animals may not be taken or kept and may prohibit or limit the maintenance of barking dogs within the project.

Section 6. 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.

Section 7. 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 Bella Vista 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 Bella Vista Homeowners' Association shall constitute a default under the terms of such rental agreement.

ARTICLE III

ARCHITECTURAL CONTROL; CONSTRUCTION REQUIREMENTS;

DECLARANT'S OPTION TO REPURCHASE

Section 1. 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, or 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 Bella Vista Homeowners' Association, at such time as that prerogative is turned over to the Bella Vista Homeowners' Association.

Section 2. 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 Board or 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 Section 3 below. Further, no construction shall be commenced on any lot, until the Committee shall have approved in writing, a plot plan showing the final location 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 Board or Committee for that lot. No landscaping of patios or yards visible from the street shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Board or Committee.

All decisions by the Architectural Control Committee shall be by majority vote, except as otherwise required herein. Neither 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 Article III.

Section 3. Architectural Control Committee. The number, appointment and term of members of the Committee shall be as provided in the By-Laws of the Bella Vista Homeowners' Association, subject to the following limitations:

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

3.3.2 Declarant may appoint all of the original members of the Committee and all replacements until the tenth anniversary of the recordation of this Declaration or until ninety percent (90%) of all lots in the overall project (all phases) have been sold. Committee members appointed by the Declarant need not be members of the Bella Vista Homeowners' Association.

3.3.3 After one (1) year from the date of the recordation of this Declaration, the Board shall have the power to appoint all members of the Committee which are not appointed by Declarant until ninety percent (90%) of all of the lots in the overall project (all phases) have been sold or until the tenth anniversary date of the recordation of this Declaration, whichever first occurs. Thereafter, 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 Bella Vista Homeowners' Association.

3.3.4 Once the power to appoint members of the Committee has vested in the Board, the declarant shall not reacquire such power, regardless of the annexation of additional phases within the project, i.e. phases in addition to phase II and III.

Section 4. 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 Architectural Control Committee. In furtherance of this objective, and subject to the waiver power of the Committee as set forth in paragraph 3.4.1 below, the following standards shall apply:

3.4.1 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 garage unless approved by the 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).

3.4.2 All roofs shall be constructed of wood shakes or wood shingles of good quality or tile or alternate product, which product has first received the approval of the Architectural Control Committee.

3.4.3 All exterior sidewalls shall be a doublewall unless otherwise first approved by the Architectural Control Committee.

3.4.4 All exterior colors shall be approved by the Architectural Control Committee.

3.4.5 All dwellings shall have enclosed garages 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.

3.4.6 The design and placement of mailboxes, newspaper receptacles and street address labelling shall be a part of and in aesthetic harmony with the landscape and construction plans submitted and approved under this Article III. No commercial newspaper "tubes" shall be allowed.

3.4.7 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.

3.4.8 The design of the dwelling and its placement

on the lot shall reflect a minimum impact on the existing slopes, vegetation and views, and shall minimize the impact on the view of adjoining lots, whether currently occupied or not.

The Bella Vista Homeowners' Association shall be empowered to adopt rules and regulations concerning the appropriate pruning of trees and vegetation and to contract for periodic pruning in order to provide for the future protection of the views of all lots within the subdivision.

3.4.9 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.

3.4.10 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 Architectural Control Committee and for which the location of the same has first been approved by the said Committee.

3.4.11 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.

3.4.12 All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting.

Section 5. Waiver by Architectural Control Committee.
Notwithstanding the guidelines set forth in paragraph Section 4, the Committee 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 Committee that the proposed colors, material, 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.

Section 6. Construction Completion Requirements. 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 (and, in the case of a corner lot, rear yard landscaping) pursuant to approved plans and specifications, and shall be connected to the Lateral Line Sewer System, 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, continue landscaping rear yard areas, pursuant to the approved lanscape plans.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Termination of Any Responsibility of Declarant.

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 of 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).

Section 2. 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 Bella Vista Homeowners' Association, the provisions of this Declaration of Covenants shall prevail; thereafter, priority shall be given to project documents in the following manner: Subdivision Plat; Articles; By-Laws and Promulgated Rules and Regulations of the Bella Vista Homeowners' Association.

Dated this 5th day of April, 1984.

HILLTOP ENTERPRISES, INC.,

BY: Michael Wilby President

BY: D. O. Olson Sec.

Andy Pirello
ANDY PIRELLO

Charles D. Pirello
CHARLES D. PIRELLO

Wirt Pirello
WIRT PIRELLO

Frank Pirello
FRANK PIRELLO

LINCOLN MUTUAL SAVINGS, BANK

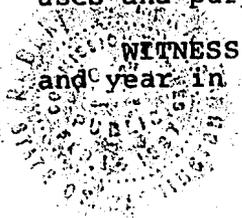
BY: James Hansen F.V.P.

Carol O. Estey Asst. V.P.

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 5 day of April, 1984, before me, the under-
signed, a Notary Public in and for the State of Washington, duly
commissioned and sworn personally appeared Michael
Silvey and Daniel Olson, to me known to be
the President and Secretary respectively,
of HILLTOP ENTERPRISES, 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.

WITNESS my hand and official seal hereto affixed the day
and year in this certificate above written.

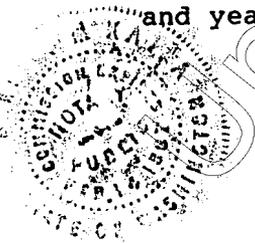


Robert McKinnon
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 20 day of April, 1984, before me, the under-
signed, a Notary Public in and for the State of Washington, duly
commissioned and sworn personally appeared ANDY PIRELLO, CHARLES
D. PIRELLO, WIRT PIRELLO and FRANK PIRELLO, to me known to be
the individuals described in and who executed the foregoing
instrument, and acknowledged to me that they signed and sealed
the said instrument as their free and voluntary act and deed for
the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day
and year in this certificate above written.



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

