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Document Title(s)

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS EAGLE HEIGHTS HANGMAN VALLEY

Reference Number(s) of Related Documents

9211050215 1358/43

Grantor(s) (Last Name, First Name, Middle Initial)

EAGLE, HEIGHTS DEVELOPMENT

Grantee(s) (Last Name, First Name, Middle Initial)

THE, PUBLIC

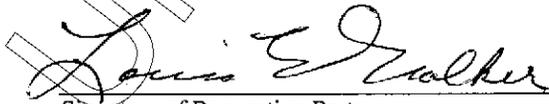
Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

Assessor's Tax Parcel ID Number

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

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Signature of Requesting Party

DECLARATION OF RESTRICTIVE COVENANTS

EAGLE HEIGHTS – HANGMAN VALLEY

SPOKANE COUNTY, WASHINGTON

AMENDED BY VOTE ON JULY 25, 2016

The “Declaration of Restrictive Covenants” for the Eagle Heights Development, located in Spokane County, Washington are hereby amended for the benefit of present and future owners of properties in said Eagle Heights to keep said development desirable and uniform for residential purposes as hereinafter stated:

1. **LAND USE AND BUILDING TYPE.** All lots in this addition shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than as set forth in this paragraph.
2. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to pets.

The following addendum is added:

- a. No nuisances shall be permitted in Eagle Heights.
- b. All pets shall be required to be on a leash when outside the residence, unless there is some other limiting provision(i.e. silent fence in the ground). When walking pets, all feces deposited within the development, shall be removed promptly and disposed of.

- c. **"Off street parking"** of all vehicles shall be a priority, with allowance for visitors or guests within reason.
 - d. All garbage/recycling containers shall be kept out of view of residences and any offensive odors shall be prevented.
 - e. Roadways within the development are not playgrounds and are for the use of resident vehicles, delivery vehicles, garbage collectors and other service vehicles and snow-plowing. Liability for a person's actions or use of the roadways within the development that are in violation will be directly assigned to such user or violator, and any claims of "negligence on the part of the Association" will be denied.
 - f. Complaints for any actions defined herein as violations or for any "Nuisance or Unsightly Article" shall be filed with the Board, and dealt with accordingly.
3. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
 4. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance.
 5. **GARAGES AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

- 6. SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot 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 the street property lines extended.
- 7. SIGNS.** No signs of any kind shall be displayed to the public view on any lot or common area except one professional sign of not more than one foot square, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise property during construction and sales period.
- 8. TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the owners of a majority of the lots by number has been recorded agreeing to change said covenants in whole or in part.
- 9. ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages.
- 10. ARCHITECTURAL COMMITTEE.** No building shall be erected in this development until a set of plans and specifications, including an initial landscaping plan for said buildings have been submitted to and approved by the Architectural Control Committee as provided for in Article VIII, section 8.1 of the Eagle Heights Homeowners Association By-Laws and approved by said committee.

The primary purposes of this committee are to preserve the views of surrounding lots and /or homes, and to maintain quality throughout the development. This committee will also be looking for diversity in design in order to eliminate a "cookie cutter" development appearance.

Any future exterior alterations to building(s) must have approval of this committee.

The committee shall assure that the general appearance of the development shall be maintained during any period of construction including noise, dust, and hours of construction during the project.

Any damage caused by any person, property owner or contractor, to any Association or members property, shall be liable for such damage.

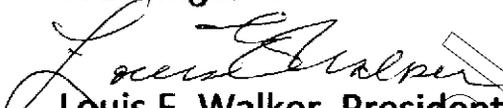
11. **UNSIGHTLY ARTICLES.** No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Without limiting the generality of the forgoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view.
12. **SEVERABILITY.** Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
13. **LOT OWNER ASSESSMENTS.** The owners of each lot in Eagle Heights shall pay monthly, quarterly, or yearly or as the same may be otherwise billed by the Association, his/her pro-rata share of the cost to maintain the streets, street lighting system, common area,

and other assets and financial obligations, and other general maintenance costs including lawn mowing or snow removal in this development as the Board of the Association shall determine.

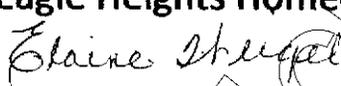
The lot owner's assessment in this regard shall be paid promptly when the same becomes due, and in the event of a lot owners failure to pay promptly when due, the assessment shall constitute a lien upon said lot owner's premises and the same may be enforced in equity as in the case of any lien foreclosure. The Board of Directors of the Eagle Heights Homeowners Association shall determine the fee, which shall be subject to change as deemed appropriate.

The Board shall have the authority to approve reduced assessments to owners of lots which do not have homes constructed on them, or for other reasons determined appropriate by the Board. Each owner shall make a formal request to have such reduction approved by the Board.

Dated this 22ND day of AUGUST 2016 at Spokane County Washington.


Louis E. Walker, President

Eagle Heights Homeowners Association


Elaine Weigel, Secretary/Treasurer

Eagle Heights Homeowners Association