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ELAINE WEIGEL
2101 E. TURNBERRY
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Document Title(s)

AMENDED
COVENANTS & BYLAWS - EAGLE HEIGHTS

Reference Number(s) of Related Documents

9211050215 BK 1358 PAGE 43
9302050376 BK 1392 PAGE 1020

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

EAGLE HEIGHTS HOMEOWNERS ASSOC.

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

PUBLIC

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

EAGLE HEIGHTS ADDITION TO HANCOCK VALLEY P.U.D. LOT 6
BLK 2

Assessor's Tax Parcel ID Number: 34284.2206

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

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party



DECLARATION OF RESTRICTIVE COVENANTS
EAGLE HEIGHTS - HANGMAN VALLEY

AMENDED BY VOTE ON NOVEMBER 16, 2004

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 be or may become an annoyance or nuisance to the neighborhood. This includes but is not limited to pets.

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 that 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 violation 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 pick-ups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, garden and/or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment 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 30th day of November, 2004 at Spokane County Washington.

Louis E. Walker
Louis E. Walker, President
Eagle Heights Homeowners Association

Elaine Weigel
Elaine Weigel, Secretary/Treasurer
Eagle Heights Homeowners Association

State of Washington
County of Spokane
Signed and sworn to (or affirmed) before me
on 11/30/04 by [Signature]
Notary Public
My appointment expires 11-28-2008



BYLAWS

EAGLE HEIGHTS HOMEOWNERS ASSOCIATION

AMENDED AS OF NOVEMBER 16, 2004

ARTICLE I

DEFINITIONS

The following terms when used herein shall have the following meanings unless a different meaning is plainly required by the context.

1.1 "ASSOCIATION" shall mean EAGLE HEIGHTS HOMEOWNERS ASSOCIATION, its successors, and assigns.

1.2 "COMMON PROPERTIES" shall mean land and/or facilities which the Association owns and/or maintains.

1.3 "DECLARATION" shall mean the Eagle Heights Homeowners Association Declaration of Restrictive Covenants applicable to the Properties.

1.4 "PROPERTIES" shall mean all of the property described in the Declaration of Restrictive Covenants in Eagle Heights Addition to Hangman Valley Final PUD Plat filed _____, 1992.

1.5 "MEMBER IN GOOD STANDING" shall mean all members meeting the requirements.

ARTICLE II

LOCATION

The principal office of the Association shall be the office of the president of the association.



ARTICLE III

MEMBERSHIP

3.1 **ELIGIBILITY:** Eligibility for membership is set forth in the Articles of Incorporation.

3.2 **RIGHTS OF ENJOYMENT:** Each member shall be entitled to use and enjoy the Common Properties and other facilities provided by the Association. Any member may delegate either rights of enjoyment of the Common Properties and other facilities to the members of their family and their tenants who reside in Eagle Heights Development. The Board of Directors shall determine the procedure for the notification of the Association of the names of persons to whom such rights have been delegated. In the event that any assessment of property on which a member resides is delinquent, the Board of Directors may suspend the right of the member, members of their family, and tenants to the use of the Common Properties until such assessment has been paid. Such right of a member, members of their family, and tenants may also be suspended after notice and hearing for a period not to exceed thirty (30) days for violation of any rules and regulations established by the Board of Directors concerning the use of the Common Properties and facilities furnished by the Association.

3.3 **VOTING RIGHTS:** Voting rights of members are set forth in the Articles of Incorporation.

ARTICLE IV

MEETING OF MEMBERS

4.1 **ANNUAL MEETING:** The annual meeting of the members shall be held in Spokane, Washington or at such other place in Spokane County, Washington and at such date and time as determined by the Board of Directors.

4.2 **SPECIAL MEETINGS:** Special meetings of the members may be called at any time by the Board of Directors or upon written request of one-fourth (1/4) of the members of the Association.

4.3 **NOTICE:** Notice of all meetings of members shall be mailed or distributed by or at the direction of the secretary to each member and all other owners of the properties, postage prepaid, at the address thereof as shall appear in the records of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall be mailed not less than ten (10) days nor more than fifty (50) days prior to any meeting called to consider any of the following matters:

The notice of the meeting shall specify the place, day, and hour and the purpose of the meeting. The only subject(s) to be voted on will be those listed in the notice.



Notification of all meetings of the membership shall be as follows for the method of delivery stated: **MAIL** - A minimum of ten (10) calendar days. The date the notice is deposited in the United States Mail is the date of delivery, and is counted as day one (1). **HAND DELIVERY** - The day of delivery is the date of deliver and is counted as day one (1).

The following matters would necessitate a meeting of the membership: Additions to the properties; dedication, sale or consolidation; mortgage of any part of assessments for capital improvements or change in annual assessment; addendum or revisions to the By-laws or Articles of Incorporation; matters pertaining to Architectural control; and any other matters affecting the Membership.

Attendance at a meeting shall constitute a waiver of notice thereof.

4.4 QUORUM: Except as provided elsewhere herein, the presence at any meeting in person or by proxy of members entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action. Members present but delinquent in the payment of membership dues shall not be counted for purposes of determining a quorum. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereon shall have power to adjourn the meeting from time to time, without notice other than announcement of the meeting, until a quorum as set forth above shall be present or be represented. The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members unless a greater proportion is required by the Declaration, the Articles of Incorporation, or the By-laws.

4.5 PROXIES: A member may vote in person or by proxy executed in writing and filed with the secretary. Every proxy shall be revocable and shall automatically terminate upon termination of membership.

4.6 PARLIAMENTARY PROCEDURES: Roberts Rules of Order should be used by the Association in all cases applicable and where they are not, a Parliamentarian and/or person well versed in the By-laws should be appointed by the President for each Association meeting to monitor the proceedings.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER: The officers consisting of the president, vice-president, secretary/treasurer, and a Board of three (3) Directors shall manage the affairs of this Association.



5.2 TERM: At the annual meeting, the membership shall elect three (3) Directors. Each Director shall serve a term of three (3) years and may not serve more than two (2) successive terms. One (1) Director position shall become vacant each year.

5.3 VACANCIES: In the event of the death, resignation, or removal of a Director, a successor shall be selected by a majority vote of the remaining Directors who have been elected by the members. A Director elected to fill a vacancy shall hold office during the remainder of the term of the Director succeeded.

5.4 COMPENSATION: No Director shall receive compensation for services rendered to the Association as a Director. However, any Director may be reimbursed for their actual expenses incurred in the performance of duties as a Director and may receive compensation for service to the Association in other capacities other than as a Director.

5.5 NOMINATION OF DIRECTORS: Nomination for election to the Board of Directors shall be made by a Nominating Committee appointed by the president and consisting of a chairperson, who shall be a member of the Board of Directors, and two (2) Members in good standing of the Association. The nominating committee shall take as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled at such annual meeting. The report of the nominating committee shall be included in the notice of the annual meeting. Nominations may also be made from the floor at the annual meeting.

5.6 MANNER OF ELECTION: In any case where the number of nominations for the Board of Directors exceeds the number of vacancies, election shall be by secret written ballot. At each election, the members or their proxies may cast respect to each vacancy as many votes as they are entitled to vote by the provisions of the Declaration. The person (s) receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5.7 CONFLICT OF INTEREST: No Director or officer may concurrently hold any other publicly elected position. Appeals may be made to the membership at a scheduled meeting when the appeal is listed as a subject for discussion and vote. Vote by the membership is final.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTOS

6.1 REGULAR MEETINGS: Immediately following or within ten (10) days after each annual meeting of the Association, the Board and officers shall meet to transact the business of the Association.



The Board of Directors, by resolution, may establish the date, time and place for other regular meetings of the Board, however, the Board shall meet not less than quarterly, every three (3) months.

6.2 SPECIAL MEETINGS: Special meetings may be called by the president and must be called by the president at the request of at least two (2) Directors. Such special meeting may be held at such time and place as the Board of Directors or the president shall determine, and any business may be transacted at such meeting.

6.3 NOTICES: No notice need be given of regular meetings held pursuant to resolution of the Board of Directors as hereinabove specified. Notice of special meetings shall be given at Least three (3) days prior to the date of such meeting either personally, by mail, or telephone. Attendance at a meeting shall constitute a waiver of notice thereof.

6.4 QUORUM: Two (2) Directors in attendance, and two (2) officers of the Association shall constitute a quorum at a Board meeting.

6.5 ACTION WITHOUT A MEETING: Directors may take any action in the absence of a meeting, which they could take at a meeting by obtaining written approval of all of the Directors to such action. Any action taken shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 GENERAL POWERS: The Board of Directors shall have power to:

7.1.1 Adopt and publish rules and regulations governing the use of the Common Properties and facilities provided by the Association, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof and for violations of the Declaration.

7.1.2 Exercise for the Association all powers, duties, and authority voted in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration.

7.1.3 Lease or otherwise acquire the use of any and all kinds of facilities for the use and benefit of the members of the Association, and to enter into management contracts for the management of such facilities after the approval of the membership.

7.1.4 declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without excuse for three (3) consecutive regular meetings of the Board of Directors.



7.1.5 employ a manager and other employees and officials, prescribe the duties, and fix their compensation.

7.1.6 Conduct hearings to solicit membership input. No prior notification limitations apply to the conduct of hearings unless a vote of the membership will be taken. If a vote will be taken, then notification will have to be made in accordance with paragraph 4.3.

7.2 DUTIES OF THE BOARD OF DIRECTORS: It shall be the duty of the Board of Directors to:

7.2.1 Cause to be kept a complete record of all of its acts and the proceedings of its meetings, and to cause to be presented at the annual meeting of the members a report reviewing the business and affairs of the Association for the year.

7.2.2 As more fully provided in the Declaration, to fix the amount of the annual assessment against each Building Site or Living Unit (as those terms are defined in the Declaration) and give the owner subject thereto written notice of such assessment at least thirty (30) days prior to the due date thereof, and to cause to be prepared a roster of property subject to assessment with assessments applicable to each such property and to keep such roster available for inspection by any member.

7.2.3 Procure and maintain adequate liability and hazard insurance on property owned, leased, or otherwise used by the Association.

7.2.4 Cause the Common Properties to be maintained.

ARTICLE VIII

COMMITTEES

8.1 ARCHITRECTORAL CONTROL COMMITTEE: The Board of Directors shall appoint an Architectural Control Committee of three (3) or more persons. The Committee may act for the Board of Directors to the extent set forth in the Declaration. Committee members shall serve on a rotating basis as determined by the Board.

8.2 OTHER COMMITTEES: The Board of Directors may appoint such other committees, as it deems necessary to assist in the operation of the affairs of the Association, including without limitation, a Recreation Committee, a Maintenance Committee, a Publicity Committee, and an Audit Committee. Committee members need not be a member of the Board of Directors.



ARTICLE IX

OFFICERS

9.1 **OFFICERS:** The officers of this Association shall be president, vice-president, secretary and treasurer and shall be members of the Board. One person may perform the duties of secretary and treasurer. The Board may appoint an assistant secretary and an assistant treasurer by resolution entered on its minutes.

The officers shall be elected at the annual meeting of the association and the term of office shall be for one (1) year and until their successors are elected and assume office, unless such officer resigns or is removed. Officers shall be nominated from the floor at the annual meeting. Officers may be elected to successive terms. Outgoing officers shall assist in the timely transfer of office to any incoming officer.

9.2 **REMOVAL, RESIGNATION, AND VACANCIES:** An officer may not be removed from office without cause by the Board of Directors. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

9.3 **PRESIDENT:** The president shall preside at all meetings of the members of the Association and of the Board of Directors. The president shall sign for the Association such contracts and other documents as authorized by the Board of Directors, and shall perform all acts and duties usually performed by a president or as prescribed by the Board of Directors.

9.4 **VICE-PRESIDENT:** In the absence or disability of the president, the vice-president shall preside and perform the duties of the president. The vice-president shall also perform such other duties as may be delegated by the Board of Directors.

9.5 **SECRETARY:** The secretary shall keep or cause to be kept a complete record of all meetings of the Association and the Board of Directors; shall serve notice of the meetings of the Board of Directors and of the members; and shall perform such other duties as may be required for the Board. The assistant secretary may be authorized by the Board of Directors to perform the duties of the secretary.

9.6 **TREASURER:** The treasurer shall maintain financial records and keep association funds in a bank designated by the Board; make reports; keep an up-to-date list of association members in good standing together with their addresses and telephone numbers; maintain a list of all known property owners and homeowners together with their addresses and telephone numbers; perform such duties as are required to be performed in connection with assessments; and perform such other duties as may be required from time to time by the Board of Directors.

9.7 **DELEGATION AND CHANGE OF DUITES:** The basis for annual assements on



Building Sites and living units is set forth and established in the Declaration (s). The Board of Directors shall determine the assessments for living units. The Board of Directors may fix an annual assessment in the amount less than the maximum set forth in the Declarations. The maximum annual assessment established in the Declarations may be changed as provided in the Declarations by vote of the membership. Special assessment for capital improvements may like wise be established by vote of membership, subject to Board approval, as set forth in the Declarations.

ARTICLE X

BOOKS, RECORDS, SEAL, AUDIT, INCORPORATION REPORT

10.1 INSPECTION BY MEMBERS: The books, records, and papers of the Association at all times during reasonable hours be subject to inspection by any member in good standing of the Association.

10.2 CORPORATE SEAL: The corporate seal of the association shall be circular in form and shall have inscribed thereon the name of the association, the state of incorporation, and the year of incorporation.

10.3 AUDIT: An "annual audit" of the Association's financial records shall be made by the audit committee of the Association as appointed by the Board. A report shall be submitted to the secretary to be included in the notice of the annual meeting of the Association. A special audit may be ordered by a majority vote of the Board or majority vote of the members of the Association at a regular or special meeting. A certified public accountant may be sought to assist with any audit of the Association.

10.4 EXECUTION OF CORPORATE DOCUMENTS: When the execution of any instrument has been authorized by the Board of Directors without specifying the executing officer, such instrument may be executed by any two (2) of the following officers: the president, vice-president, secretary, treasurer, and assistant secretary. The Board of Directors may, however, authorize any one (1) of such officers to sign any instruments for and on behalf of the Association, and may designate officials or employees of the Association other than those named above who may sign such instrument.

10.5 CORPORATE REPORT: The secretary shall complete the annual form from the State of Washington that maintains the Association's non-profit status.

ARTICLE XI

AMENDMENTS

The By-laws may be amended at a regular or a special meeting of the members provided that such amendment shall be by assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at such meeting, and that notice of the amendment had been included in notice of the



Meeting. Any matter stated in these Bylaws to be or which is in fact governed by the Declarations may not be amended except as provided in such Declarations. In the case of any conflict between such Declarations and these Bylaws, the provisions of the Declarations shall control.

Dated this 30th day of NOVEMBER 2004 at Spokane County Washington.

Louis E. Walker
Louis E. Walker, President
Eagle Heights Homeowners Association

Elane Weigel
Elane Weigel, Secretary
Eagle Heights Homeowners Association

State of Washington

County of Spokane
Signed and sworn to (or affirmed) before me
on 11/30/04 by

[Signature]
Notary Public
My appointment expires 3-28-2008

Unofficial Document