

Original

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Amended

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DECLARATION OF RESTRICTIVE COVENANTS
EAGLE HEIGHTS - HANGMAN VALLEY

COURTESY RECORDING

HART and PETROVIC, a partnership, as Owner of EAGLE HEIGHTS, do hereby declare and set for the following to be restrictive covenants, Home Owners Association and conditions to apply to all of the lots in Eagle Heights, County of Spokane, State of Washington, it being the intention that this declaration and the restrictions noted on plat shall be 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 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. GARAGE 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 obstructs sight lines at elevations between 2 and 6 feet above the roadways 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.

(This Declaration of Restrictive Covenants is being re-recorded for the purpose of attaching a legal description of the property subject to this Declaration of Restrictive Covenants, which legal description is attached hereto as Exhibit "A" and is incorporated herein by this reference)

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7. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the 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 for said buildings have been submitted to and approved by an architectural control committee which shall consist of Judy L. Hart and James R. Petrovic, 2322 - 37th Avenue S.W., Seattle, WA. 98126 until establishment of the Architectural Committee as provided for in the Eagle Heights Homeowners Association or other persons appointed to this committee. The primary purposes of this committee to preserve the views of surrounding lots and/or homes, and to maintain a quality integrity 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 committee.

11. 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.

Antennas other than one T.V. shall not be permitted.

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. The owners of each lot shall pay monthly, quarterly, or yearly or as the same may otherwise be billed, his prorata share of the cost to maintain the street, street lighting system and common area in this development. The lot owner's assessment in this regard shall be paid promptly when the same becomes due, and in the event of lot owner's failure to pay promptly when due, the assessment shall constitute a lien upon his said lot Owner's premises and the same may be enforced in equity as in the case of any lien foreclosure. The fee shall be determined by the Eagle Height Home Owners Association and subject to change accordingly.

Dated this 4th day of November, 19 92.

Judy L. Hart
Judy L. Hart

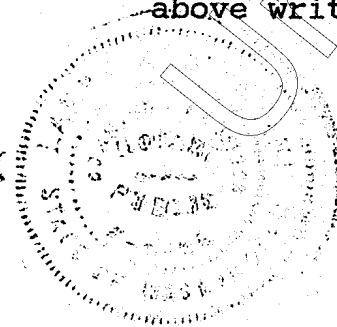
James R. Petrovic by Judy L. Hart
James R. Petrovic by
Judy L. Hart,
Attorney in Fact

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
County of Spokane)

On this 4th day of NOV, 19 92, before me personally appeared JUDY L. HART to me known to be the individual described in and who executed the forgoing instrument for herself and also as Attorney in fact for JAMES R. PETROVIC and acknowledged that she signed and sealed the same as her free and voluntary act and deed for herself and also as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living.

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



Gary A. Mintani
NOTARY PUBLIC in and for the State of
Washington residing at Spokane
My commission expires 8-9-95

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REQUEST OF

Judy West
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WILLIAM E. DONAHUE

ASSISTANT

SPOKANE COUNTY WASH.

DEPUTY

NOV

Official Document
982

2322 37th SW

Seattle Wa 98126

EXHIBIT "A"

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Legal Description for the
Eagle Heights Planned Unit Development

EAGLE HEIGHTS ADDITION TO HANGMAN VALLEY, A PLANNED UNIT
DEVELOPMENT according to plat recorded in Volume 20 of Plats,
Pages 93 and 94, in Spokane County, Washington.

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REQUEST FIRST ~~AMERICAN~~ TITLE

FEB 5 3 29 PM '93

WILLIAM E. DONAHUE
AUDITOR

SPOKANE COUNTY WASH.
DEPUTY

Drew Bodker
S. 1401 Grand Blvd.
Spokane, Wa. 99203