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Spokane Co. WA

When recorded, return to:

Howes Quality Development Co., Inc.
14 W Graves Road
Spokane, WA 99218-2306

COVENANTS FOR GOLDEN POND ESTATES

Tax Parcel Nos. 26123.9117
26123.9099
26123.9065

SW1/4 of Section 12, T26N, R42E, W.M.
Spokane County, Washington

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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF GOLDEN POND ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was made on the date hereinafter set fourth by **HOWES QUALITY DEVELOPMENT CO. INC.**, a registered Washington corporation, consisting of RON D. HOWES, AND GAIL J. HOWES, hereafter referred to as "Declarant".

WHEREAS, Declarant has subdivided the Property into separate lots and streets, and has constructed or will construct thereon certain community improvements and, thereafter, the lots will be sold to the general public (or to builders) for the construction of residential dwellings establishing a residential community, and

WHEREAS, the development shall be hereinafter referred to as the "Project", and 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 Golden Pond Estates Homeowners Association, which shall have certain administrative and maintenance responsibilities in the Project, and

WHEREAS, Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said lots and owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the improvements of the Property and the division thereof into a residential subdivision. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any rights, title, or interest in or to any part of the Property or the Project.

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ARTICLE 1
DEFINITIONS

1.1 **"ARTICLES"** shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 **"ASSESSMENT"** shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by each Lot Owner as determined by the Association under this Declaration.

1.3 **"ASSOCIATION"** shall mean and refer to the Golden Pond Estates Homeowners Association, a Washington nonprofit corporation, the members of which shall be the Owners of lots in the Project.

1.4 **"BOARD" or "BOARD OF DIRECTORS"** shall mean and refer to the governing body of the Association.

1.5 **"BYLAWS"** shall mean and refer to the Bylaws of the Association as amended from time to time.

1.6 **"COMMON EXPENSES"** means and includes the actual and estimated expenses of administration of the Association, and of the maintenance, repair, or replacement of those parts of the Project for which the Association is responsible, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the Project Documents.

1.7 **"DECLARANT"** shall mean and refer to Golden Pond Estates, a Corporation, and its successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing lots in the Project.

1.8 **"DECLARATION"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.9 **"DECLARATION OF ANNEXATION"** shall mean and refer to a recorded instrument by the terms of which a particular parcel or parcels of property may be subjected to the terms of this Declaration, thereby becoming annexed to and part of the Project, all according to Article 2.3 below.

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1 .10 **"DWELLING"** shall mean and refer to any residential structure (and appurtenant improvements) constructed or to be constructed upon any individually owned lot in the Project.

1 .11 **"COMMON PROPERTY"** shall mean and refer to the land, together with any improvements constructed or to be constructed thereon, described as Tracts "A" through "G" on the final recorded plat map. The Common Property shall be owned in common by the Common Property owners.

1 .12 **"COMMON PROPERTY OWNERS"** shall mean and refer to the Owners of all lots in Golden Pond Addition Subdivision. The Common Property Owners shall own, pay taxes on and be solely responsible for the management, operation and maintenance of the Common Property.

1 .13 **"LOT"** shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the Project according to the Subdivision Plat, and sold or held for sale to members of the general public. The term Lot shall not, however, include property owned by the Association, Common Property, or dedicated streets.

1 .14 **"MEMBER"** shall mean and refer to a person entitled to membership in the Association as provided herein.

1 .15 **"OWNER" or "OWNERS"** shall mean and refer to the record owner or holder of fee or equitable title to a Lot in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner'.

1 .16 **"PHASE"** shall mean and refer to a particular parcel of property which is or shall become part of the Project pursuant to the recordation of any appropriate Declaration of Annexation. The property described in Exhibit "B" to this Declaration shall be deemed to be a subsequent phase of the Project.

1 .17 **"PROJECT"** shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon, and including all phases annexed thereto.

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1 .18 **"PROJECT DOCUMENTS"** means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision Plat, the Articles and Bylaws of the Association, and the rules and regulations for the members as established from time to time.

1 .19 **"PROPERTY" or "PROPERTIES"** means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with the Project.

1 .20 **"STORM WATER DISPOSAL SYSTEM"** shall mean and refer to the street gutters, curbs, curb drops, grassed percolation and storm water retention areas, and drywells constructed or to be constructed within property for the purpose of collection, treating and disposing of storm water runoff.

1 .21 **"STREETS"** shall refer to those parts of the Project which have been dedicated or shall be dedicated to Spokane County, as described on the Subdivision Plat, for use as public roadways, including cul-de-sacs so dedicated.

1 .22 **"PRIVATE ROADS"** shall refer to those parts of the Project which are designated as private roads as described on the Subdivision Plat.

ARTICLE 2
DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

2 .1 **Description of Project.** The project consists of the underlying Property with the residential dwelling and all other improvements and systems located or to be located thereon, regardless of the ownership thereof.

2 .2 **Division of Property.** The Property and its management responsibility are hereby divided as follows:

2 .2. 1 **Lots and Dwellings** Each of the lots as separately designated, numbered, and shown on the Subdivision Plat shall be conveyed to and owned by an individual purchaser or purchasers, subject to the requirements and restrictions set forth in the Declaration. Each owner shall have the right and obligation to construct a Dwelling on his Lot, subject to the restrictions set forth in Article 9 below. The Owner of each Lot, by virtue of such ownership, shall automatically become a Member in the Association.

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2 .2. 2 **Streets.** Certain streets, including cul-de-sacs, within the Project have been dedicated to Golden Pond Estates Homeowners Association, by virtue of the Subdivision Plat. Such streets shall be maintained and repaired by Golden Pond Estates Homeowners Association. The private roads, within the project, shall be maintained by the Owners of those lots which are adjoining to the private roads within the Project as provided for in the Declaration of Covenant Requiring Private Construction and Maintenance of Plat Approved Private Road executed by THIS Declaration in conjunction with the Plat Dedication. The owners of those lots which are adjoining the private roads with the Project shall be required to execute Private Road Maintenance Agreements which will provide for the maintenance and repair of the private roads.

2 .2. 3 **Common Property.** The Common Property known as Tracts "A through "G" of Golden Pond Estates Addition within the Project shall be owned in equal undivided interests by the Common Property owners of all the Golden Pond Estates lots. As the Owner of an undivided interest, each Common Property Owner shall have the right to easement of use and enjoyment in and to the Common Property. Each Common Property Owner shall be responsible for an equal share of the cost of taxes, claims, managing, maintaining, repairing, improving and insuring the Common Property, which management, maintenance, repair, improvements and insurance shall be provided for according to the majority vote of the Common Property Owners (voting being conducted on a vote per lot basis). Such obligation shall be a lien on each such Lot, forecloseable as a mortgage in favor of each other Common Property Owner. The fractional undivided common interest appurtenant to each Lot owned by the Common Property Owner is declared to be permanent in character and cannot be altered without the consent of all Owners affected (and the consent of any mortgagees affected), as expressed in a recorded instrument. Such common interest cannot be separated from the Lot to which it is appurtenant. The Homeowners Association shall have the responsibility for the operation, management or repair of the Common Property.

2 .2. 4 **Storm Water Disposal System**. The Project shall be serviced by a storm water disposal system consisting of the concrete curbs, and curb drops, grassed percolation and storm water retention areas, and drywells. all components of the storm water disposal system shall be constructed and maintained in compliance with the standards of Spokane County.

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Each Lot Owner shall be responsible for the proper maintenance of grassed percolation retention areas falling on his Lot including that portion of the percolation and storm water retention areas falling on his Lot including that portion of the percolation and retention area that fall on the adjacent County or Private Road right of way. "Proper Maintenance" shall mean maintaining the area with a live cover of regularly cut grass depicted in approved plans on file with Spokane County Engineering Department and maintaining clear all attendant curb drops. Spokane County shall have the right to monitor the operations and maintenance of the storm water disposal system. If, in the opinion of Spokane County the Lot Owner is unable to properly maintain the storm water disposal system, the County and/or its agent shall be reimbursed by the Lot Owner. In order for Spokane County to perform in this capacity, it shall have the right of ingress and egress over all easements set aside for storm water disposal.

2 .3 **Annexation of Additional Parcels.** Additional parcels may be annexed to the Property and become subject to this Declaration by either of the following methods:

2. .3. 1 Annexation Pursuant to Plan. The Real Property described as parcels # 26123.9085 and # 26123.117, or any portion thereof, may be annexed to and become a part of the Project, subject to this and subject to the jurisdiction of the Association, without the assent of the Association or its Members, on condition that:

2. 3. 1. 1 Any annexation pursuant to this Subparagraph shall be made prior to ten (10) years from the date of recordation of this Declaration or of the Declaration of Annexation for any phase of the Project.

2. 3. 1. 2 A Declaration of Annexation shall be recorded by Declarant and by the owner of the annexed Parcel, (if other than Declarant) covering the applicable portion of the property to be annexed. Said Declaration shall incorporate complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration.

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2 .3.2 Annexation Pursuant to Approval. Upon the vote or written assent of Declarant (while Declarant is an owner) and of two/thirds (2/3) of the total votes residing in Member of the Association other than Declarant, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may record a Declaration of Annexation in the manner described in the preceding Subparagraph.

Upon annexation of a new phase, pursuant to either Paragraph 2 .3 .1 or 2 .3 .2 the annexed parcel shall become subject to this Declaration without the necessity of amending individual sections hereof. The Owners of the Lots in a new phase will automatically become Members of the Association, and shall be entitled to all applicable benefits and subject to all applicable responsibilities associated with membership. Declarant hereby reserves to itself, its successors and assigns, the right to, and agrees that it will, grant to the Owner of Lots in any new or pre-existing phase, such nonexclusive easement as may be necessary to the completion of the development of a new phase and the annexation thereof into the Project in accordance with the intent of this Declaration; provided, however, that any easements of ingress and egress shall be limited to dedicated streets within the Project and to areas owned or maintained by Declarant or the Association.

ARTICLE 3
ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3 .1 **ASSOCIATION TO MANAGE PROJECT.** The Owners of all the Lots covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, the Habitat Management Plan, and the Bylaws of the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project. Notwithstanding the generality of foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in the Declaration, the maintenance of landscaping within the landscape areas and easements as set forth in the Subdivision Plat, and the maintenance of all median and divider strips located within the streets within the Project.

3 .2 **MEMBERSHIP.** The Owner of a lot shall automatically upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

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3 .3 **TRANSFERRED MEMBERSHIP.** Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his lot, the Association shall have the right to record the transfer upon its books and thereupon the membership outstanding in the name of the seller shall be null and void.

3 .4 **CLASSES OF MEMBERSHIP.** The Association shall have three (3) classes of voting membership established according to the following provisions:

3 .4. 1 Class A Membership. Class A Membership shall be that held by each Owner of a Lot other than Declarant, and Builders, and each class A Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association but there shall be not more than one vote for each Lot.

3 .4. 2 Class B Membership. Class B Membership shall be that held by Builders or Contractors who own lots. Each class B Member shall be entitled to two (2) votes per each lot owned, until such a time that lot ownership changes to homeowner, than each lot will revert to Class A membership.

3 .4. 3 Class C Membership. Class C Membership shall be that held by Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each Lot owned by Declarant; provided that Class C Membership shall be converted to Class A Membership through Class B Membership and shall forever cease to exist on the occurrence of whichever of following is first in time: 3 .4. 2. 1 When the total outstanding votes held by Class A Members (all

phases) equals the total outstanding votes held by Class B Member (all phases) and Class C Member (all phases). Once Class B and C Membership is converted it shall forever cease to exist regardless of the annexation of additional phases within the Project; or

3 .4. 2. 2 On the tenth anniversary of recordation of this Declaration.

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3.5 **VOTING REQUIREMENT.** Except where otherwise expressly provided in this Declaration, the Articles or the Bylaws, any action by the Association which must have the approval of the Association Membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (all classes) of Association.

3.6 **COMMENCEMENT OF VOTING RIGHTS.** Voting rights attributable to any Lot in a phase other than the first phase, shall not vest until that Lot shall also be subject to assessment obligations to the Association pursuant to Article 4 below.

3.7 **MEMBERSHIP MEETINGS.** Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

3.8 **BOARD OF DIRECTORS.** The affairs of the Association shall be managed by a Board of Directors which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

ARTICLE 4
MAINTENANCE AND ASSESSMENTS

4.1 **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Declarant for each Lot owned within the Project hereby covenants and each Owner of any Lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) regular assessment charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, 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 levy of the assessment. Each such assessment, together with interest, costs, and actual attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner of a Lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any part of the Project or by the abandonment of his Lot.

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4.2 **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively to promote the Project, and shall include (as part of the regular periodic assessments.) an adequate reserve for maintenance, repairs and replacement of those areas owned and managed by the Association, and which must be replaced on a periodic basis. Specifically, and without limiting the generality of the foregoing, the assessments shall be used to cover expenses of administering the Association, of enforcing the covenants, conditions and restrictions of the Declaration, of providing for the insurance for the Association, and of providing for the maintenance of landscaped areas of the Project, roadways, storm drainage facilities, medians and dividers, located within the project.

4.3 **REGULAR ASSESSMENTS.** Until the first day of the fiscal year immediately following the closing of the sale of the first Lot in the Project, the regular annual assessment per Lot shall be such amount as is set forth in the Project budget prepared by Declarant, payable in periodic installments as determined by the Board. Each Lots share for the first Association fiscal year shall be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the beginning of each fiscal year.

4.4 **SPECIAL ASSESSMENTS.** In addition to the regular assessments authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Project, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this Declaration and the Bylaws including attorneys' fees and costs.

4.5 **ALLOCATION OF ASSESSMENTS.** Each lot, including Lots owned by Builder Contractor and Declarant, shall bear an equal share of each regular and special assessment (except for special assessments imposed against an individual Lot and its owner under the preceding Subparagraph). The equal allocation of assessments shall not affect the obligation of any limited Common Property Owner to pay his or her share of expenses relating to such Common Property, all as provided in Article 2 above.

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4.6 **DATE OF COMMENCEMENT OF ASSESSMENT.** Due dates. The regular assessments provided for herein shall commence as to all Lots in the Project or any phase thereof on the first day of the month following closing of the sale of the first Lot in the Project or phase thereof. Due dates of assessments shall be required other than an annual notice setting forth the amount of the regular assessment and the dates on which the assessment installments shall become due.

4.7 **TRANSFER OF LOT BY SALE OF FORECLOSURE.** Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Lots including such mortgagee. In a voluntary conveyance of the Lot the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments due the Association and such grantee shall not be liable for, nor shall the Lot conveyed by subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

4.8 **ENFORCEMENT OF ASSESSMENT, OBLIGATION PRIORITIES, DISCIPLINE.** If any part of any assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date an automatic late charge of Five Dollars ($5.00) shall be assessed and additional Five Dollar ($5.00) sums shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. Each assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such assessment in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Lot shall have the power to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

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Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

ARTICLE 5
DUTIES AND POWERS OF THE ASSOCIATION

5 .1 **DUTIES AND POWERS.** In addition to the duties and powers enumerated in the Bylaws and Articles, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

5 .1. 1 Maintain, repair, replace and manage all landscape materials, grass, storm drainage structures, automatic landscape irrigation system, signs, and fencing within Tract "A" through "G" and all tracts within future additions to Golden Pond Estates and all property that may be acquired by the Association.

5 .1. 2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and commencement of actions.

5 .1. 3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protection the interests of the Association and its Members.

5 .1. 4 Have the authority to employ a manager or persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project.

5 .1. 5 Adopt reasonable rules not inconsistent with this Declaration, the Articles, or the Bylaws relating to the use of particular areas within the Project, and the conduct of Owners and their tenants and guest with respect to the Property and other Owners.

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5 .1. 6 Maintain, repair, replace and manage the living landscaping materials and grass, automatic landscape irrigation system, storm drainage structures, and sign lighting on all of the subdivision plat as indicated on the approved plans, or what becomes physical during or after construction of common areas.

5 .2 **ASSOCIATION EASEMENTS AND ACCESS TO LOTS.** For the purposes of performing the maintenance authorized by this Article or for any other purpose reasonable related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have an easement over and onto all portions of the Project, and shall also have the right, after reasonable hours, to enter any lot.

ARTICLE 6
UTILITIES

6 .1 **OWNERS' RIGHTS AND DUTIES.** The rights and duties of the Owners of Lots within the Project with respect to utilities shall be as follows:

6 .1. 1 Whenever water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections or any portion thereof, is in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owners of any Lots served by said connections shall have the right and are hereby granted an easement to the full extent necessary therefor to enter upon the Lots or to have the utility companies enter upon the Lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary. 6 .1. 2 Whenever water, electric, gas, television receiving, or telephone lines and lines or connections are located or installed within the Project, which connections serve more than one Lot, the Owner of each Lot served by said connection shall be entitled to full use and enjoyment of such portions of said connections as service his lot.

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6 .1. 3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon written request to one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

6 .2 **EASEMENTS FOR UTILITIES AND MAINTENANCE.** Easements over and under the Property for the installation, repair, and maintenance of water, electric, gas, television, and telephone lines and facilities, such as may be hereafter reasonably required to service the Property, and hereby reserved by Declarant and its successor-in-interest and assigns, including the Association, together with the right to grant and transfer the same; provided however, that no such reservation or grant of an easement shall unreasonably interfere with the use or occupation of any Lot by its Owner or with the construction of a dwelling on any Lot.

ARTICLE 7
COVENANTS FOR MAINTENANCE

7 .1 **LOTS TO BE KEPT IN GOOD REPAIR; CREATION OF LIEN.** Each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Adapt a habitat management plan for said lot. Garage interiors shall be maintained in a clean and orderly manner, so as to avoid the danger of fire. If, in the opinion of the "Architectural Committee" as hereinafter defined, any owner fails to perform the duties imposed by the Association after approval by a two-thirds (2/3) decision of the Association Board, and after fifteen (15) days written notice to the Owner to remedy the condition in question, the committee shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

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7 .2 **BONA FIDE PURCHASER NOT RESPONSIBLE FOR LIEN.** The lien provided in Section 7 .1 hereof shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to the recordation among the land records of Spokane County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjection the same to such mortgage).

ARTICLE 8
USE RESTRICTIONS: GENERAL COVENANTS

8 .1 **GOLDEN POND ESTATES GOVERNMENTAL REGULATION: STRICTESTS STANDARDS CONTROL.** Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or Golden Pond Estates restrictions shall be taken to govern and control.

8 .2 **RESTRICTION AGAINST MANUFACTURING OR COMMERCIAL ENTERPRISE.** No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, unless approved by the association. No goods, equipment, materials, supplies or vehicles (including buses, trucks and trailers of any description) used in connection with any trade, service, or business wherever the same may be conducted shall be kept, parked, stored, dismantled or repaired outdoors on any residential Lot or on any street within Golden Pond Estates. Nothing shall be done on any residential lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office such as, but not limited to, real estate or accounting or any business allowed in the currant zoning at the time.

8 .3 **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed 2-1/2 stories in height and a private garage. Out buildings such as storage sheds will be allowed provided siding and roofing conforms to same standards as residence. The size of such storage sheds are to be such as allowed Spokane County building codes.

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8 .4 **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently except that tents may be used by Owner or his or her family in "camping out"

8 .5 **RESTRICTION AGAINST SUBDIVISION.** No Lot shall be split, Divided, or subdivided for sale, resale, or gift for the purpose of creating another building site.

8 .6 **GARBAGE 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.

8 .7 **WATER POLLUTION - PREVENTION.** In the interest of public health and sanitation, and so that the above described land and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof, an Owner will not use his Lot or Lots for any purpose that would result in the pollution of any waterway that flows through or is adjacent to such Lot by refuse, sewage or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

8 .8 **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot or 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 construction and sales period.

8 .9 **SIGHT DISTANCE AT INTERSECTION.** 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 rounded property corner, from the intersection of a street property line extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8 .10 **RESTRICTION AGAINST OIL AND GAS WELLS.** No well for the production of, or from which there may be produced, oil or gas, shall be drilled or operated on the premises, nor shall any machinery, appliance, or structure be placed, operated, or maintained therein in connection with such activities.

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8 .11 **ANIMALS.**

8 .11. 1 No animal, livestock or poultry of any kind may be raised, bred or kept on any lot. However, cats, dogs, birds or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose. Animals must be controlled as not to create damage to the Wildlife Habitat Management Plan, or any wild animals.

8 .11. 2 Any animals not restricted shall be properly sheltered and cared for.

8 .11. 3 Dogs shall be leashed or penned, and not allowed to run loose except under close supervision.

8 .12 **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.

8 .13 **RECREATIONAL VEHICLES.** recreational vehicles, including boats, snowmobiles, motor homes, campers, and the like are not to be used in Golden Pond Estates either on the Common Property or on any Lot. Unless used for lot maintaince. Such vehicles must be stored out of sight and in a fenced yard.

8 .14 **EXTERNAL LIGHTING.** All external lighting, considered on and above the norm, shall be non-glare and approved by the Architectural Committee prior to installation.

8 .15 **VEHICLES.** No vehicle in excess of 6,000 pounds gross weight (including campers, motor homes, busses, boats, trucks and trailers of any description) used for private purposes may be dismantled or repaired outdoors on any residential lot or on any street within Golden Pond Estates. No owner shall permit any vehicle owned by him or any member of his family or by an acquaintance which is in and extreme state of disrepair to be abandoned or to remain parked upon his Lot or upon any street within Golden Pond Estates for a period in excess of 48 hours. A vehicle shall be conclusively resumed to be in a state of extreme disrepair when, in the opinion of the Board, its presence offends the reasonable sensibilities of the occupants of Golden Pond Estates. The Board may grant exceptions to any provision of this section for periods of not more than 14 days when requested, in writing, by the Lot owner, which exception may not be renewed.

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8 .16 **ANTENNAS.** No radio or television antenna shall be permitted to extend more than 10 feet above the roof line of any residence without the written approval of the Architectural Control Committee obtained in the manner described in Section 9 .1.

ARTICLE 9
ARCHITECTURAL CONTROL

9 .1 **APPROVAL OF PLANS BY ARCHITECTURAL COMMITTEE.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or if no suit to enjoin the erection of such structures has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. The architectural committee shall consist of Ron Howes, and Gail Howes.

9 .2 **SPECIFICATION OF REASONS OF DISAPPROVAL.** The Architectural Committee shall have the right to disapprove any plans and specification submitted hereunder because of any of the following:

9 .2. 1 The failure of such plans or specifications to comply with any of the Golden Pond Estates restrictions;

9 .2. 2 Objection to the exterior design, appearance or materials of any proposed structure;

9 .2. 3 Incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity;

9 .2. 4 Objection to parking areas proposed for any building on the grounds of (a) incompatibility to proposed uses and structures on such Lots or (b) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or

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9 .2. 5 Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of Golden Pond Estates or with structures or uses located upon other lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

9 .3 **UNAPPROVED CONSTRUCTION: REMEDIES.** If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article 9, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 9 and without the approval required herein, and upon written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation terminated so as to extinguish such violation. If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this Section 9 .3 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to recordation among the land records of Spokane County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

9 .4 **CERTIFICATE OF COMPLIANCE.** Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and uses to be therewith. Preparation and recording of such certificate shall be at the expense of such Owners.

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Any certificate of compliance issued in accordance with the provisions of the Section 9 .4 shall be prima facie evidence of the facts therein stated and, as to the title insurer, such certificate shall be conclusive evidence that all structures on the Lot and the use or uses described therein comply with all the requirements of this Article 9 and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

9 .5 **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any Lot at a cost of less than 150,000.00 dollars exclusive of the price or cost of the land based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1300 square feet for a one-story dwelling nor less than 900 square feet for a dwelling of more than one story. All structures must incorporate at least a two-car garage with all driveways to be finished with materials common to other existing neighborhoods in area.

9 .6 **BUILDING LOCATION.** All structures shall be placed upon a Lot so as to make the structures compatible with other structures or uses upon other Lots in the Project as approved by the Architectural Committee.

9 .7 **RESTRICTION AGAINST RAISING HEIGHT OF GRADE.** Neither the buyer nor any person or persons claiming under him shall or will at any time raise the grade of any Lot or Lots herein conveyed above the grade established or to be established by Declarant unless approved by the Architectural Committee.

9 .8 **RESTRICTION AGAINST EXCAVATION AND GRADING.** No excavation for stone, gravel, or earth shall be made on the Lot except for walls, basements, or cellars of dwellings; provided, however, that Declarant reserves the right at any time prior to December 1st 2001 to excavate and grade on the conveyed Lot in connection with the work of laying out and improving Golden Pond Estates Addition; but provided further that Declarant may waive this privilege as to any Lot on which a buyer may desire to erect a building before that date.

9 .9 **RESTRICTION AS TO BUILDING MATERIALS - COVERING OUTSIDE WALLS.** No residence or structure shall be built on any Lot which shall use materials for siding or roofing which have not been approved by the Architectural Committee. All exterior walls will require double wall construction using same lap siding on all exterior walls. All exterior walls to match front walls of home unless approved by the Architectural Committee.

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9 .10 **RESTRICTIONS AS TO ROOF CONSTRUCTION.** Roofs shall be covered with composition roofing no less than a 25 year quality or such construction and color approved by the Architectural Committee.

9 .11 **RESTRICTION AS TO FENCES - HEIGHT AND STYLE.** No fence or wall shall be erected or maintained on a Lot without the prior written approval of the Architectural Committee as to locations, style, and materials used. Trees, hedging and natural vegetation may be used as a border line with the prior written approval of the Architectural Committee. All lots adjacent to state land will be required to install a six foot high chain link fence. No lot adjacent to state land will have direct access by gate to state land unless stated otherwise on final recorded plat map.

9 .12 **FRONT YARD LANDSCAPING.** Front yard landscaping must be completed within 60 days of occupancy on all homes occupied from April 1st through September 1st; homes occupied from September 2nd through March 31st will have until the following June 1st to complete the front landscaping as required hereunder. Unoccupied homes will have the same restrictions, only dates would start at time of completion and final inspection by Spokane County Building Department.

ARTICLE 10
GENERAL PROVISIONS

10 .1 **ENFORCEMENT.** The Association, or an Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10 .2 **SEVERABILITY** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10 .3 **AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by and instrument signed by not less than ninety percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners.

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No such waiver, termination, or modification shall be effective until the property instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington; provided, however, that this provision shall have no application so long as Declarant shall be the Owner of twenty-five (25%) of the existing and future Lots in Golden Pond Estates.

10 .4 **CONVEYANCE.** Each Owner accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

10 .5 **EXCEPTIONS.** Exceptions to any of the above listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of these covenants and restrictions.

10 .6 **CALENDAR YEAR**. The year for record keeping and other business and related transactions of the Homeowners Association shall be a calendar year.

10 .7 **LIMITATION OF RESTRICTIONS ON DECLARANT.** Declarant is performing certain work in connection with the subdivision of the property and the construction of community improvements thereon. The completion of that work and the sale of Lots is essential to the establishment of welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in the Declaration shall be understood or construed to:

10 .7. 1 Prevent Declarant, contractors, or subcontractors, from doing on the property or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or

10 .7. 2 Prevent Declarant or its representatives from erecting, constructing and maintaining or any part or parts of the property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

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10 .7. 3 Prevent Declarant from maintaining such sign or signs on any of the property as may be necessary for the sale, lease or disposition thereof.

ARTICLE 11
GOLDEN POND PRIVATE PROPERTY

At the time of recording of this instrument there is no intention of the Declarant to allow access to the existing man made pond located at the northwest corner of the plat of Golden Pond Estates. This property shall remain private property of the Declarant and shall not be a part of the plat. No owners of lots in Golden Pond Estates shall have any rights to use of any part of the parcel containing the pond. Due to liability Declarant asks that children and pets be kept out of the fenced area around the pond. This parcel is privately owned and every extent of the trespassing laws will be fully executed against trespass. This area is reserved for the enhancement of wildlife and will remain such as to the conditions of the approval of the plat, and recommendation of the Final Habitat Management Plan.

ARTICLE 12
NATURAL VEGETATION BUFFER AREA

All lots adjacent to the west property line of the recorded plat of Golden Pond Estates shall be required to leave or implement a 10' wide natural vegetation strip along the west boundary fence line, leaving natural vegetation or planting certain vegetation as prescribed in the Habitat Management Plan.

DECLARANT;
GOLDEN POND ESTATES

BY: Ron D. Howes 8-8-01
Ron D. Howes

BY: Gail J. Howes 8-8-01
Gail J. Howes

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State of Washington)
) ss
County of Spokane)

I certify that I know or have satisfactory evidence that RON D. HOWES in his capacity as President of HOWES QUALITY DEVELOPMENT CO., INC. and GAIL J. HOWES, in her capacity as Vice President of HOWES QUALITY DEVELOPMENT CO., INC., signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 8, 2001

Marian Rush
Notary Public in and for the State of Washington

Official Seal
MARIAN RUSH
NOTARY PUBLIC STATE OF WASHINGTON
COUNTY OF SPOKANE
MY COMMISSION EXPIRES MAY 15, 2004

Residing at Spokane, WA

My appointment expires: May 15, 2004

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