

When Recorded, Return to:

STACY A. BJORDAHL  
Witherspoon, Kelley, Davenport  
& Toole, P.S.  
1100 U.S. Bank Building  
422 W. Riverside  
Spokane, WA 99201••  
509/624-5265  
••  
••



5522756  
Page: 1 of 29  
04/16/2007 03:37P  
Spokane Co, WA

Grantor:	G.J.P. DEVELOPMENTS, LLC
Grantee:	The Public
Tax Parcel Number(s):	46314.0404
Abbreviated Legal Description:	Ptn. of SE ¼ of Section 31, Township 26N, Range 44EWM
Full Legal Description on Page:	See Exhibit "A" attached hereto

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HAZELWOOD PARK

Unofficial Document



DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HAZELWOOD PARK

This Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by G.J.P. DEVELOPMENTS, LLC, a Washington limited liability company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Spokane, State of Washington, which is specifically described and identified in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property", and

WHEREAS, Declarant will subdivide the Property into separate Lots and streets, and has constructed, or will construct thereon, certain improvements and residential Dwellings establishing a residential community, and

WHEREAS, the development shall be hereinafter referred to as "Hazelwood Park," 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 Hazelwood Park Homeowners Association, which shall be a Washington nonprofit corporation, and shall have certain ownership, administrative, and maintenance responsibilities in Hazelwood Park, 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 the 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 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.



ARTICLE 1  
DEFINITIONS

1.1 "Architectural Review Committee" shall mean the committee created by the Declarant or the Association pursuant to Article 9 hereof, and may be referred to herein as the "Architectural Committee" or "Committee."

1.2 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

1.3 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Common Property which is to be paid by each Lot Owner as determined by the Association under this Declaration. Assessment shall also mean a fine 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.

1.4 "Association" shall mean and refer to the Hazelwood Park Homeowners Association, a Washington nonprofit corporation, the Members of which shall be Owners of the Lots in Hazelwood Park and any property annexed thereto.

1.5 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.6 "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

1.7 "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 or Common Property 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.

1.8 "Common Property" shall mean and refer to the land or easements, together with any improvements constructed, or to be constructed thereon, described in Article 2 of this Declaration.

1.9 "Declarant" shall mean and refer to G.J.P. DEVELOPMENTS, LLC, and its successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing Lots in Hazelwood Park.

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



1.11 "Design Guidelines" shall mean the architectural, design, development, landscaping and other guidelines, standards, controls, and procedures, including, but not limited to, application and plan review procedures adopted pursuant to Article Nine and applicable to the Property.

1.12 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed, or to be constructed, upon any individually owned Lot in Hazelwood Park.

1.13 "Hazelwood Park" shall mean and refer to the entire Property, including all structures and improvements erected, or to be erected thereon, and sometimes referred to herein as the "Project."

1.14 "Lot" shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the Property according to the Plat of Record recorded at the office of the Spokane County Auditor, and sold or held by sale to Members of the general public. The term Lot shall not, however, include Common Property.

1.15 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.16 "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."

1.17 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Plat of Record recorded at the office of the County Auditor, Spokane County, and Bylaws of the Association, and the rules and regulations for the Members as established from time to time.

1.18 "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 Hazelwood Park.



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

2.1 Description of Hazelwood Park. Hazelwood Park consists of the underlying Property with the residential Dwellings and all other improvements and systems located, or to be located thereon, regardless of the ownership thereof.

2.2 Common Property. The Common Property shall consist of the following:

- (a) Private Roads, as described in Exhibit "B".
- (b) Drainage systems, in which stormwater ponds and other drainage facilities are expected to be constructed, in accordance with the plans approved by Spokane County, as described in Exhibit "B."
- (c) Common areas, as described in Exhibit "B".

2.3 Conveyance of Common Property. The Declarant shall construct all required improvements on the Common Property and convey to the Association the Common Property, together with any improvements constructed thereon, upon completion of the improvements.

2.4 Common Property Maintenance. The Declarant, or after formation of the Association, the Association, shall cause the Common Property and any improvements thereon to be properly operated, maintained, repaired and replaced. The Common Property for storm water drainage and private roads must be maintained in accordance with the approved plans and the Operation and Maintenance Manual on file at the Spokane County Engineers Office.

ARTICLE 3  
ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Association to Manage Hazelwood Park. The Owners of all the Lots covenant and agree that the administration of Hazelwood Park shall be in accordance with the provisions of this Declaration 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 Hazelwood Park. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration.



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 Bylaws of the Association.

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 old membership outstanding in the name of the seller shall be null and void.

3.4 Classes of Membership. The Association shall have two (2) 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 each Class A Member shall be entitled to one (1) vote for each Lot owned upon expiration of Class B Membership. 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 no more than one (1) vote for each Lot.

3.4.2 Class B Membership. Class B 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 B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time.

3.4.2.1 When the last Lot is sold by Declarant; or

3.4.2.2 On the tenth (10th) anniversary of the recordation of this Declaration, whichever occurs first.

3.5 Voting Requirements. Except where otherwise expressly provided in this Declaration 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 (both classes) of the Association.

3.6 Commencement of Voting Rights. Voting rights attributable to any Lot 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 Hazelwood Park, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefore, 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) an initial one-time payment of one hundred dollars \$100.00 at the conveyance of each Lot from Declarant to the first purchaser of each Lot; thereafter, any subsequent sale of a Lot shall be not be subject to the initial one-time payment; (2) Regular Annual Assessments or charges; and (3) 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 the contribution toward the Common Expenses by waiver of the use or enjoyment of any part of Hazelwood Park or by the abandonment of his Lot.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all the residents of Hazelwood Park, and shall include (as part of the regular periodic Assessments) an adequate reserve for maintenance, repairs, and replacement of those areas and facilities 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 this Declaration, of providing insurance for the Association, and of providing for the maintenance, repair, and replacement of Common Property.

4.3 Regular Annual Assessment. Following the closing of the sale of the first Lot by Declarant, the Regular annual Assessment shall be established by the Declarant, which shall payable in equal monthly installments due on the 1<sup>st</sup> day of each month. The initial one-time payment, as described in Section 4.1, shall be due at closing. Each Lot's share of 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 Regular Assessment against each Lot at least sixty (60) days in advance of the beginning of each fiscal year. The Association's fiscal year shall be January 1 through December 31.

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 or Common Property within Hazelwood Park, 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 attorney fees and costs.

4.5 Allocation of Assessments. Each Lot, including Lots owned by 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).

4.6 Date of Commencement of Assessment; Due Dates. The Regular Assessments provided for herein shall commence as to each Lot in Hazelwood Park on the first day of the month following closing of the sale of the first Lot in Hazelwood Park or phase thereof. Assessments shall be established by the Board of Directors and be set forth in an annual notice, along with the amount of the Regular Assessment.

4.7 Transfer of Lot by Sale or 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 a 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 therefore. 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 be subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be eligible for any such Assessment becoming due after the date of any such statement.



4.8 Enforcement of Assessment Obligations; Priorities, Discipline. If any part of any Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) 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 other 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 Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Common Expenses, 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 or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

5.1.1 Expend Association funds to maintain, repair, replace, and manage all Common Property, 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 the 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 protecting the interests of the Association and its Members.

5.1.4 Have the authority to employ a manager, or other 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 Hazelwood Park.



5.1.5 Adopt reasonable rules not inconsistent with this Declaration, or the Bylaws relating to the use of particular areas within Hazelwood Park, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.

5.1.6 Establish one or more checking or savings accounts in the name of the Association with any bank, savings Association or credit union doing business in Spokane County, Washington and designate signatories thereon.

## ARTICLE 6 UTILITIES

6.1 Owners' Rights and Duties. The rights and duties of the Owners of Lots within Hazelwood Park with respect to utilities shall be as follows:

6.1.1 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within Hazelwood Park, 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 therefore, 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 sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within Hazelwood Park, which connections serve more than one Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

6.1.3 In the event of a dispute between Owners with respect to the repair or rebuilding of shared connections, or with respect to the sharing of the cost thereof, then, upon written request of 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 sanitary sewer, water, electric, gas, telephone lines, and drainage facilities, such as may be hereafter reasonably required to service the Property, are hereby reserved by Declarant and its successors-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 Owners, or the construction of a Dwelling on any Lot.



6.3 Underground Utilities. In the interest of public health and safety, and in the interest of avoiding the presence of unsightly poles and structures, all utilities to be installed within Hazelwood Park shall be buried in accordance with the best standard practices presently in use for the burying of such utilities and as provided by the Architectural Committee.

ARTICLE 7  
COVENANTS FOR MAINTENANCE AND CONSTRUCTION

7.1 Lots to be Kept in Good Repair. Each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to, the painting (or other appropriate exterior care) of all buildings and other improvements. Garage interiors must be maintained in a clean and orderly manner, so as to avoid the danger of fire.

7.2 Commencement and Completion of Construction and Landscaping. All construction shall be completed within 12 months from the date of commencement of construction. All side and rear yard landscaping must be completed within one (1) year from the date of closing of the purchase of the residence by the Owner from the builder.

ARTICLE 8  
USE RESTRICTIONS: GENERAL COVENANTS

8.1 Hazelwood Park Governmental Regulation; Strictest Standards Control. Restrictions contained herein shall not be construed 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 Hazelwood Park covenants 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 Lot, or within any building located on a Lot. 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 Lot or on any street within Hazelwood Park. Nothing shall be done on any 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, insurance, accounting or real estate, if permitted by Spokane County Regulations. Nothing in this section shall prevent the Developer or a Builder from using a residence within the Property to conduct business and sell Lots or Dwellings on a temporary basis until the last Lot or Dwelling is sold.



8.3 Land Use and Building Type. No Dwelling shall be constructed, occupied or used on any Lot except for new, site-constructed single-family residences, and not to exceed 2 stories in height above natural grade, and a private attached garage for not less than 2 cars. The location and design of any building or structure detached from the Dwelling, for the purpose of storage, housing swimming pool equipment, cabanas, gazebos and similar structures are subject to approval of the Architectural Committee.

8.4 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

8.5 Restriction Against Subdividing. No Lot shall be split, divided, or subdivided for sale, resale, or gift for the purpose of creating another building site.

8.6 Disposable Items. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including, particularly, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the Property. Garbage and similar solid waste shall be kept in sanitary containers suited for that purpose.

8.7 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, and two large signs used by the Declarant to advertise the Property during the construction and sales period. Monument signs designating the entrance to Hazelwood Park are expressly permitted.

8.8 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 within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8.9 Animals.

8.9.1 No animals, 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. The Owner of any animal shall collect and properly dispose of that animal's waste.



8.9.2 Any animals not restricted shall be properly sheltered and cared for. The Association retains the right to limit the number of non-restricted animals, by a majority vote, should it become apparent the number of animals has become an annoyance or nuisance.

8.9.3 Dogs shall be leashed or penned, and not allowed to run loose. Dog kennels or runs must be approved by the Architectural Committee. No dogs of the following breeds shall be permitted anywhere on the Property by any person for any reason at any time: wolf or wolf/crosses, pit bull, the American Staffordshire Terrier or Staffordshire Bull Terrier, as defined by the American Kennel Club, the American Pit Bull Terrier, as defined by the United Kennel Club, Rottweiler, or Doberman Pinscher.

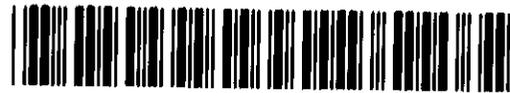
8.9.4 Owners shall keep their dogs from barking excessively in any area where such barking can be heard from outside the Lot. Continued barking after receipt of three warnings from the Architectural Committee and/or an Owner of another Lot who is being affected by the noise of such barking shall be considered excessive barking and a nuisance, entitling such affected Owner and/or Architectural Committee to take appropriate action to assure that excessive barking is eliminated.

8.10 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.

8.11 Recreational Vehicles and Equipment. None of the following vehicles, whether personal or recreational, shall be allowed to be kept or stored on any Lot in any location that is not enclosed in a garage, or otherwise screened from view outside the Lot, in a manner acceptable to and approved by the Architectural Committee in its sole discretion: travel trailers, campers, motor homes, recreational vehicles, boats and trailers, commercial vehicles, or buses. Any unpermitted vehicle may be removed by the Association and the Lot Owner shall be responsible for any expenses to remove the vehicle.

8.12 External Lights. All external lighting shall be non-glare and approved by the Architectural Committee prior to installation.

8.13 Vehicles. No Owner shall permit any vehicle owned by him or any member of his family or by an acquaintance which is in an extreme state of disrepair to remain parked upon his Lot for a period in excess of 48 hours. No vehicles shall be parked upon any street for more than 24 hours.



WITHERSPOON KELLEY DAVENP COU #60.00

5522756  
Page: 14 of 29  
04/16/2007 03:37P  
Spokane Co, WA

8.14 Antennae. No external radio or television antennae, or transmitters shall be permitted. Parabolic reflectors (satellite dish antennae and wireless cable receivers) less than 20 inches in diameter may be permitted with prior written approval of the Architectural Committee and obtained in the manner described in Section 9.1, provided no such parabolic reflector shall be placed on the front of the home, or any side of a home that directly faces a street.

8.15 Energy Devices. Energy generating and storage facilities, including, but not limited to, solar panels and their appurtenances, fuel tanks, auxiliary generators, heat pumps and air conditioning compressors, shall be designed and placed in aesthetic harmony with the other improvements to which they are appurtenant, as determined by the Architectural Committee, and shall be insulated so as not to produce an unreasonable level of noise.

8.16 Firearms. The discharge of firearms or explosives is prohibited, except as required for construction work duly authorized by the Architectural Committee.

8.17 Clotheslines. No exterior clotheslines shall be erected or maintained, and there shall be no outside laundering or drying clothes.

8.18 Tree Removal. The property is to be left in a generally wooded condition, with only those trees needed for roads, drainage, building sites, or for good forestry practices being removed. Trees that are located on residential building Lots may not be removed unless specifically approved by the Architectural Control Committee.

## ARTICLE 9 ARCHITECTURAL CONTROL

### 9.1 Architectural Control Committee.

9.1.1 There shall be no less than three (3) Members of the Committee.

9.1.2 Declarant will appoint all of the Members of the Committee until the Declarant has sold the last Lot in Hazelwood Park.

9.1.3 After Declarant has sold the last Lot in Hazelwood Park, the Declarant shall have no further responsibility to the Committee or obligations relating thereto. On the first calendar year anniversary of the Declarant relinquishing its authority over the Committee, the Members thereof shall be replaced by a vote of not less than a majority of the Lot Owners, with each Lot being entitled to one (1) vote regardless of the number of individual Owners of such Lot. The Members of the Committee so elected shall have terms of three (3) years, and their successors shall be elected as described herein.



9.2 Approval of Plans by Architectural Committee. No front yard landscaping shall be placed on any Lot in the Property, no Dwelling, building, fence, wall or other structure of any kind shall be commenced, erected or maintained upon the Property, nor shall any remodel, reconstruction, or exterior addition to or change or alteration, including the repainting of the exterior, be made until the plans and specifications showing the nature, kind, shape, height, materials, color 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, color and location in relation to surrounding structures and topography by the Architectural Committee.

9.3 Specification of Reasons of Disapproval. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

9.3.1 The failure of such plans or specifications to comply with any of the Hazelwood Park restrictions including, but not limited to, any Design Guidelines adopted by the Committee.

9.3.2 Failure to include information in such plans and specifications as may have been reasonably requested.

9.3.3 Objection to the exterior design, appearance, color or materials of any proposed structure or Dwelling.

9.3.4 Incompatibility of any proposed structure, Dwelling or use with existing structures, Dwellings or uses upon other Lots in the Project.

9.3.5 Objection to the location of any proposed structure or Dwelling upon any Lot or with reference to other Lots in the Project.

9.3.6 Objection to the grading plan for any Lot.

9.3.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure or Dwelling.

9.3.8 Objection to parking areas proposed for any Dwelling or building on the grounds of

(a) incompatibility to proposed uses, structures or Dwelling on such Lots,

or

(b) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or



9.3.9 Objection to the obstruction of views created by the proposed structure, Dwelling or use.

9.3.10 Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures, Dwelling or uses inharmonious with the general plan of improvement of Hazelwood Park, or with structures, Dwelling or uses located upon other Lots in the Project.

In any case, where the Architectural Committee disapproves any plans and specifications submitted hereunder, or approves 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.

9.4 Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved and the following information about the proposed structure:

9.4.1 The location of the structure upon the Lot which shall include staking of the location of the structure upon the Lot;

9.4.2 The elevation of the structure with reference to the existing and finished Lot grade;

9.4.3 The general design;

9.4.4 The interior layout;

9.4.5 The exterior finish materials and color, including roof materials;

9.3.6 The front yard landscape plan, and the following provisions shall apply:

9.3.6.1 Either at the time each home is to be constructed, or the landscaping is installed if it will occur after each home is constructed, the builder and/or Owner shall submit a front yard landscaping plan to the Architectural Review Committee stating the details of the landscaping contemplated;



9.3.6.2 Each Lot's landscaping plan shall contain a minimum of the following: (1) a drawing to scale showing location of landscaping to be completed for the front and side yards; and (2) a description of all materials to be used; and (3) a general depiction of the location of trees or groups of trees which are to remain.

9.3.6.3 In reviewing the landscaping plans submitted, the Architectural Control Committee shall reasonably attempt to insure that the requested approval for landscaping and materials is consistent with the quality, quantity and attractiveness of landscaping and materials generally found in other housing developments similar to Hazelwood Park;

9.3.6.4 The Architectural Control Committee is authorized but not required to establish certain minimum criteria for approval of landscaping plans if desired but it is a fundamental requirement that "Landscaping" as used hereinabove shall require more than just grass and a sprinkler system, and shall require usage of shrubbery, trees, bark, rock, and other similar materials commonly used in above average residential landscaping and that landscaping shall be performed by a qualified landscaping contractor except as allowed by the Architectural Control Committee; and

9.4.6 Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

9.4.7 Appropriate provision for stormwater drainage shall be incorporated into each Lot and approved by the Committee. It is the sole responsibility of the Owner to provide appropriate protection for his Dwelling for stormwater or other drainage.

9.5 Approval Procedures. Within fourteen (14) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the Owner and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within fourteen (14) days of submission, copies of plans and specifications shall be delivered to the Owners of adjacent Lots within Hazelwood Park, together with a statement to the effect that (1) the plans and specifications have been submitted to the Committee; (2) fourteen (14) days have passed since the date of the submission and no action has been taken on the plans and specifications by the Committee; and (3) unless a legal action by the Owners to enjoin the construction pursuant to the submitted plans and specifications is filed within ten (10) days after receipt of the delivered



copies, construction will be commenced pursuant to the plans and specifications. If no legal action to enjoin the construction is commenced within ten (10) days of delivery of the copies of the submitted plans and specifications to adjacent property Owners, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced.

9.6 Unapproved Construction; Remedies. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and upon fifteen (15) days' written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

9.7 Dwelling Quality and Size. No Dwelling on any Lots shall contain less than 1500 square feet of living area for a single-level home, 950 square feet on the main floor for a 2-story home, 1100 square feet on the main floor of a 1½ story home, and 1350 square feet on a 4-level home. For purposes of this paragraph, living area shall exclude basements areas, patios, garages, storage areas, and similar spaces.

9.8 Restriction Against Raising Height of Grade. Neither the Owner 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.

9.9 Restriction Against Excavation and Grading. No excavation for stone, gravel, or earth shall be made on any Lot except for walls, basements, or cellars of Dwellings; provided, however, that Declarant reserves the right at any time prior to sale of any Lot to excavate and grade on the conveyed Lot, and to remove material from or deposit material on such Lot in connection with the work of laying out and improving; provided, further, that Declarant may waive this privilege as to any Lot on which an Owner may desire to erect a building before that date.

9.10 Restrictions as to Building Materials - Covering Outside Walls. No Dwelling 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. No residence or structure of any kind that is commonly known as "boxed" or "sheet metal" construction shall be built, nor shall aluminum siding be allowed.

9.11 Restrictions as to Roof Material. All roof materials shall be architectural grade composition shingles with a 30-year warranty and be "weathered wood" color, unless otherwise approved by the Architectural Committee.



9.12 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 location, style, and materials used. No chainlink, dog ear fencing, or split rail fencing is allowed. Fences in front yards are not allowed. Fences in sideyards shall require additional specific approval from the Architectural Committee in terms of height and distances from streets and sidewalks. Fences in rear yards and side yards shall not exceed six (6) feet in height. Trees, hedging and natural vegetation may be used as a border line with the prior written approval of the Architectural Committee and subject to the height restrictions set forth herein. Notwithstanding the foregoing, Declarant may erect cyclone fencing as approved by Spokane County along drainage tracts, with required fences expected to be added as part of the Common Property and maintained by the Association.

9.13 Mandatory Reconstruction. All structures must have adequate insurance to fully rebuild in case of fire or other disaster, and the Owner shall immediately rebuild or repair.

9.14 Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour, upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon, and across the residential Lots for the purpose of making and carrying out such inspections.

9.15 Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed upon an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact the overall appearance of the development; (2) impair the attractive development of the subdivision; or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variation would further the purposes and intent of these restrictions. Variations should only be granted in extraordinary circumstances.

9.16 Non-Liability of Committee Members. Neither the Architectural Control Committee nor any Member thereof shall be liable to the Association or to any Owner of any Lot for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder. The Association and each Owner hereby voluntarily and knowingly, fully and irrevocably, waive any claims for liabilities they may have now, heretofore or hereafter, against the Architectural Control Committee and its Members.



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, reservations, 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. The prevailing party in any such proceeding shall be entitled to an award of attorneys' fees and costs. 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 ten (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 at any time by a seventy-five per cent (75%) affirmative vote of Association Members as provided in Article 3. No such waiver, termination, or modification shall be effective until a proper instrument in writing shall be executed by the Association and recorded in the office of the Auditor for the County of Spokane, State of Washington.

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 may 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 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 improvement thereon. The completion of that work and 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 this Declaration shall be understood or construed to:

10.7.1 Prevent Declarant, its 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, or maintaining on 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

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.

10.8 Protection of Declarant. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Property, will be required before any amendment, which would impair or diminish the rights of Declarant to complete the Property or sell or otherwise dispose of Lots therein in accordance with this Declaration, shall become effective. This provision shall terminate upon the sale of the last Lot.

10.9 Conflicts. In the event that there is a conflict between a provision of this Declaration, a mandatory provision of the Articles of Incorporation, a mandatory provision of the laws of the State of Washington, or the Bylaws, as amended from time to time, then any conflict shall be resolved by giving priority to the mandatory provision of the laws of the State of Washington, then the Declaration, the mandatory provisions of the Articles of Incorporation and, finally, the Bylaws.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)





5522756  
Page: 23 of 29  
04/16/2007 03:37P  
Spokane Co, WA

EXHIBIT "A"  
LEGAL DESCRIPTION OF  
Hazelwood Park

Unofficial Document

EXHIBIT A



That portion of Tracts 231, 232, 236 and 237, PLAT NO. 2 OF PASADENA PARK, as per plat recorded in Volume "S" of Plats, page 25, records of Spokane County, lying North of the South line of the Southeast quarter of Section 31, Township 26 North, Range 44, East of the Willamette Meridian;

TOGETHER WITH that portion of the Irrigation canal, 40 feet wide, lying Northerly of Tracts 230, 231 and 232 of said plat and also lying North of the South line of the Southeast quarter of said Section 31;

EXCEPT the South 50 feet of said Southeast quarter of Section 31;

ALSO EXCEPT that area lying Northerly of a line described as follows;

BEGINNING at the Southwest corner of Tract 233 of said Plat No. 2 of Pasadena Park being a chiseled "+" on Granite outcrop per Record of Survey Volume 23, page 100, which point falls on the South line of the Southeast Quarter of said Section 31, said corner bears North 89°38'17" West 1097.42 feet (NOT the Basis of Bearing) (South 87°30'19" West 1097.60 feet) (Values shown in parenthesis are Measured, Typical) from the Southeast corner of said Section 31, a found 3" brass cap in monument case at Argonne Rd. and Wellesley Ave.;

Thence North 0°00'43" West a distance of 536.94 feet (North 2°40'41" West a distance of 543.23 feet) (BASIS OF BEARING course) along the Common Line between said Tracts 232 and 233 to the Northerly end of said line extended to the Northerly line of the as-constructed canal of said plat to a point hereafter known as (Revised) Point "A" for the purposes of this description;

Thence Easterly (South 62°35'6" East a distance of 15.02 feet) along the Northerly line of said Irrigation canal to the South common corner between Tracts 237 and 238 being a 1/2" rebar with yellow plastic cap marked Benthin 13315, to the True Point of Beginning, (said corner bears South 2°42'28" East a distance of 787.78 feet from the North common corner of said line);

Thence through the following courses marked by a 1/2" rebar with yellow plastic cap marked Davis 35994;

Thence Westerly (North 62°35'6" West a distance of 15.02 feet) along the Northerly line of said Irrigation canal to (Revised) Point "A;"

Thence (departing proximity to said canal) North 72°49'11" West a distance of 250.42 feet (North 75°29'9" West a distance of 250.42 feet);

Thence North 02°43'13" East a distance of 172.90 feet (North 0°3'15" East a distance of 172.90 feet);

Thence North 67°50'41" West a distance of 313.42 feet (North 70°30'39" West a distance of 313.42 feet);

Thence North 87°16'47" West a distance of 173.17 feet (North 89°56'45" West a distance of 173.17 feet);

Thence South 11°42'02" West a distance of 175.96 feet (South 9°2'4" West a distance of 175.96 feet);

Thence North 87°16'47" West a distance of 148.48 feet (North 89°56'45" West a distance of 157.02 feet);

to a point on the West line of said Tract 236 (said corner bears North 2°42'28" West a distance of 748.82 feet from the South common corner of Tracts 235 and 236);

EXCEPT Broad Court;

Situate in the County of Spokane, State of Washington.



WITHERSPOON KELLEY DAVENP COU \$69.00

5522756  
Page: 25 of 29  
04/18/2007 03:37P  
Spokane Co, WA

EXHIBIT "B"  
COMMON PROPERTY

1. Private Roads

All private roads as shown on the final plat of Hazelwood Park PUD, as recorded with the Spokane County Auditor.

2. Hazelwood Park Drainage System

All of the drainage system, including without limitation, the gutters, pipes, ditches, drywells, oil/water separators, and ponds, according to the "Road and Drainage Improvements" plans accepted by Spokane County on December 5, 2006, which plans are incorporated herein by this reference.

3. Common Areas

All areas designated as "Common Area" on the final plat of Hazelwood Park PUD, as recorded with the Spokane County Auditor.

Unofficial Document



TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS..... 3

ARTICLE 2 - DESCRIPTION OF PROJECT, DIVISION OF  
PROPERTY AND CREATION OF PROPERTY  
RIGHTS AND OBLIGATIONS.....5

2.1 Description of Hazelwood Park..... 5

2.2 Common Property..... 5

2.3 Conveyance of Common Property..... 5

2.4 Common Property Maintenance..... 5

ARTICLE 3 - ASSOCIATION, ADMINISTRATION,  
MEMBERSHIP AND VOTING RIGHTS..... 5

3.1 Association to Manage Hazelwood Park..... 5

3.2 Membership..... 6

3.3 Transferred Membership..... 6

3.4 Classes of Membership..... 6

3.5 Voting Requirements..... 6

3.6 Commencement of Voting Rights..... 6

3.7 Membership Meetings..... 7

3.8 Board of Directors..... 7

ARTICLE 4 - MAINTENANCE AND ASSESSMENTS..... 7

4.1 Creation of the Lien and Personal Obligation of Assessments..... 7

4.2 Purpose of Assessments..... 7

4.3 Regular Annual Assessment..... 7



4.4 Special Assessments..... 8

4.5 Allocation of Assessments..... 8

4.6 Date of Commencement of Assessment; Due Dates..... 8

4.7 Transfer of Lot by Sale or Foreclosure..... 8

4.8 Enforcement of Assessment Obligations; Priorities, Discipline..... 9

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION..... 9

5.1 Duties and Powers..... 9

ARTICLE 6 - UTILITIES..... 10

6.1 Owners' Rights and Duties..... 10

6.2 Easements for Utilities and Maintenance..... 10

6.3 Underground Utilities..... 11

ARTICLE 7 - COVENANTS FOR MAINTENANCE AND CONSTRUCTION 11

7.1 Lots to be Kept in Good Repair..... 11

7.2 Commencement and Completion of Construction..... 11

ARTICLE 8 - USE RESTRICTIONS: GENERAL COVENANTS..... 11

8.1 Hazelwood Park Governmental Regulation;  
Strictest Standards Control..... 11

8.2 Restriction Against Manufacturing or Commercial Enterprise..... 11

8.3 Land Use and Building Type..... 12

8.4 Temporary Structures..... 12

8.5 Restriction Against Subdividing..... 12

8.6 Disposable Items..... 12

Unofficial Document



8.7 Signs..... 12

8.9 Sight Distance at Intersections..... 12

8.9 Animals..... 12

8.10 Nuisances.....13

8.11 Recreational Vehicles and Equipment.....13

8.12 External Lights..... 13

8.13 Vehicles..... 13

8.14 Antennae..... 14

8.15 Energy Devices..... 14

8.16 Firearms..... 14

8.17 Clotheslines..... 14

8.18 Tree Removal..... 14

ARTICLE 9 - ARCHITECTURAL CONTROL..... 14

9.1 Architectural Control Committee..... 14

9.2 Approval of Plans by Architectural Committee..... 14

9.3 Specification of Reasons of Disapproval..... 15

9.4 Submission of Plans..... 16

9.5 Approval Procedures..... 17

9.6 Unapproved Construction; Remedies..... 18

9.7 Dwelling Quality and Size..... 18

9.8 Restriction Against Raising Height of Grade..... 18

9.9 Restriction Against Excavation and Grading..... 18



9.10 Restrictions as to Building Materials - Covering Outside Walls... 18

9.11 Restrictions as to Roof Material..... 18

9.12 Restriction as to Fences - Height and Style..... 19

9.13 Mandatory Reconstruction..... 19

9.14 Entry for Inspection..... 19

9.15 Variation..... 19

9.16 Non-Liability of Committee Members..... 19

ARTICLE 10 - GENERAL PROVISIONS..... 20

10.1 Enforcement ..... 20

10.2 Severability..... 20

10.3 Amendment..... 20

10.4 Conveyance..... 20

10.5 Exceptions..... 20

10.6 Calendar Year..... 20

10.7 Limitation of Restrictions on Declarant..... 21

10.8 Protection of Declarant..... 21

10.9 Conflicts..... 21

Unofficial Document