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Page: 1 of 3
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Spokane Co, WA

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

Tax Parcel Number(s): 36194.9095

Abbreviated Legal Description: Ptn. of SE ¼ of 19, T 26, Rge. 43 E.W.M.

Additional Legal Description on Page: See Exhibit "A" attached hereto

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTH PARK WEST DRAINAGE MAINTENANCE ASSOCIATION

Unofficial Document



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
NORTH PARK WEST DRAINAGE MAINTENANCE ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by Paras Construction, Inc. a Washington corporation, (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 in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "North Park West", and

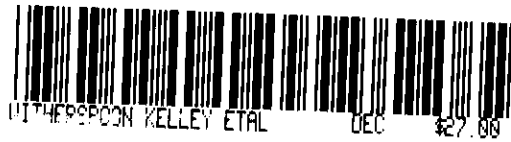
WHEREAS, Declarant has divided the North Park West into separate lots and streets, and has constructed or will construct thereon certain improvements, and thereafter, the lots will be developed for the construction of residential dwellings establishing a residential community, and

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

WHEREAS, Declarant has created the Property for the purpose of providing drainage facilities to serve lots located in North Park West; and

WHEREAS, each owner of the Property and Lot located in North Park West shall be a member of the North Park West Drainage Maintenance Association, which shall be a Washington nonprofit corporation and which have certain ownership, administrative, and maintenance responsibilities.

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

1.2 "Association" shall mean and refer to the North Park West Drainage Maintenance Association, a Washington nonprofit corporation, the members of which shall be owners of the Property.

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

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

1.5 "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 Property for which the Association is responsible, and any reasonable reserve, for such purposes as found and determined by the Board.

1.6 "Declarant" shall mean and refer to North Park West, LLC, and Paras Construction, Inc., and its successors-in-interest and assigns with respect to the Property.

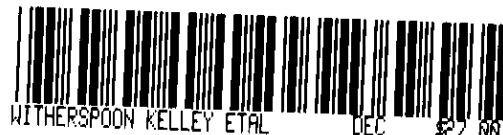
1.7 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.8 "Lot" shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the North West Park according to the subdivision plat. The term Lot shall not, however, include the Property, property owned by the Association, or dedicated streets.

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

1.10 "Owner" or "Owners" shall mean and refer to the record owner, or holder of fee or equitable title to the Property.

1.11 "Property" means and includes the real property created for the purpose of handling stormwater facilities as covered by this Declaration, and all improvements erected thereon.



ARTICLE 2
DESCRIPTION OF PROPERTY

2.1 Description of Property. The Property shall consist of the land specifically described in Exhibit "B" and all improvements and systems located, or to be located thereon, regardless of the ownership thereof.

ARTICLE 3
ASSOCIATION, ADMINISTRATION, MEMBERSHIP
AND VOTING RIGHTS

3.1 Association to Manage Property. The owners of all the Lots located in North Park West covenant and agree that the administration of the Association 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. Notwithstanding the generality of the foregoing, the primary function of the Association is to maintain the Property.

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 Class of Membership. The Association shall have one voting class of membership. The owner of the Lot shall be entitled to one vote. If the 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 (1) vote for the Lot.

3.5 Voting Requirements. 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 owner of the Property.

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, hereby covenants, that the owner of the Property is deemed to covenant and agree to pay to the Association: (1) general annual assessments or 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 the Property at the time the assessment fell due.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain the Property and the drainage facilities thereon, 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. 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 Declaration, of providing for the insurance for the Association, and of providing for the maintenance, repair, and replacement of the Property.

4.3 General Annual Assessment. The Board shall determine and fix the amount of the annual assessment against the Property 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. Assessments shall be due within sixty (60) days of assessment.

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 Property.

4.5 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.

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 the Property.

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 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 North Park West.

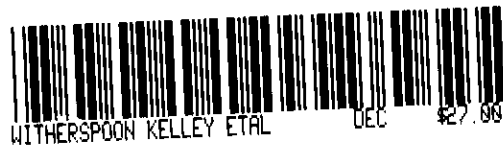
5.1.4 Establish one or more checking or savings accounts in the name of the Association with any bank, savings association or credit union doing business in Spokane County, Washington and designate signatories thereon.

ARTICLE 6
GENERAL PROVISIONS

6.1 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.

6.2 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.

6.3 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 III. 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.

6.4 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.

6.5 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.

6.6 Calendar Year. The year for record keeping and other business and related transactions of the Association shall be a calendar year.

DECLARANT:

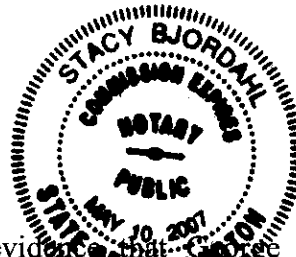
PARAS CONSTRUCTION, INC.


By: GEORGE PARAS, President

STATE OF WASHINGTON)

) ss.

County of Spokane)



I certify that I know or have satisfactory evidence that George Paras signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the President of Paras Construction, Inc., to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: May 19, 2004.

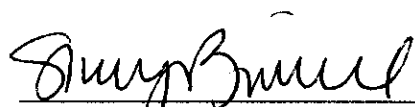

NOTARY PUBLIC in and for the State
of Washington, residing at Spokane WA
My appointment expires: May 10, 2007



EXHIBIT "A"
LEGAL DESCRIPTION OF
NORTH PARK WEST

That portion of the Southeast quarter of Section 19, Township 26 North, Range 43 East, W.M., described as follows:

BEGINNING at the Northeast corner of WAIPERT ADDITION, as per plat thereof recorded in Volume 8 of Plats, Page 27; thence North $88^{\circ}52'30''$ West along the Northerly boundary line of said Addition, 600 feet to a point on the Easterly boundary line of REPLAT OF BLOCKS 3, 4, 5, 6, 7 and 8 COZZA SEVENTH ADDITION, as per plat thereof recorded in Volume 5 of Plats, Page 99; thence North $00^{\circ}16'00''$ East along said Easterly boundary line 329.37 feet; thence South $88^{\circ}56'44''$ East 657.04 feet; thence South $00^{\circ}10'49''$ East, 330.23 feet; thence North $88^{\circ}52'30''$ West, 59.64 feet to the point of beginning;

TOGETHER WITH a perpetual easement for ingress and egress over the Northerly 65 feet to the South half of the North half of the Southeast quarter of the Southeast quarter of Section 19, Township 26 North, Range 43 E.W.M., extending between the property herein described and Primary State Highway No. 2;

Situated in the County of Spokane, State of Washington.



EXHIBIT "B"
LEGAL DESCRIPTION OF
PROPERTY

That portion of the Southeast quarter of Section 19, Township 26 North, Range 43 East, W.M., Spokane County, Washington described as follows:

Tract "A" of the final plat of NorthPark West, as recorded in the office of the County Auditor of Spokane County, Washington.

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