



PALISADES CONSERVATION DE COV \$52.00

5456794

Page: 1 of 21

11/03/2006 04:08P

Spokane Co, WA

RECORD AND RETURN AT THE REQUEST OF:
STEVEN SCHNEIDER
MURPHY, BANTZ & BURY, P.S.
818 W. RIVERSIDE AVE
631 LINCOLN BUILDING
SPOKANE WA 99201

**DECLARATION
ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PALISADES MEADOWS**

Grantors : Palisades Conservation Development, LLC
Grantees : Public
Legal Desc : PTN SE 1/4, NE Q 1/4, 9-25N-42EWM
Parcel No. : 25095.9072 and 25094.9073

ARTICLE 1: PREAMBLE

About Palisades Meadows

Palisades Meadows is a small community located on approximately 100 acres just ten minutes west of downtown Spokane Washington. The geography consists of mixed forest, grasslands, wetlands, basalt ravines and meadow abutting Riverside State Park. Palisades Meadows is home to many species of wildlife and bird habitat. Each season presents a diverse and gorgeous natural landscape that includes many varieties of trees, shrubs, grasses, ground covers, flowers and bulbs.

A total of eight home sites are clustered along the ridge running north and south through the property. Each home will be designed to compliment the surrounding natural beauty. Energy efficiency, water conservation, the use of green building materials, renewable sources of power (geothermal, solar, wind) and limited house size will provide a model for future sustainable housing developments. The clustering of homes will require one road and one main power line to serve all eight lots. A forest and "open space" management plan is in place to rehabilitate and enhance the natural landscape. Xeroscaping will be utilized to highlight native trees, shrubs, flowers and grasses. Other enhancing landscapes that require minimal irrigation systems will be created. Noxious weeds and pest will be controlled through Integrated Pest Management practices emphasizing organic methods when possible.

Palisades Meadows offers approximately 85 acres of open space designated as "common area" for recreation and relaxation. The community values positive, committed human relationship and a high regard for the natural environment. Participation of all members in shared work and

play will result in the creation of a strong community that balances individual needs and needs of the collective group. The vision is to create attractive, healthy, sustainable and valuable home sites that will serve as a model for other future developments in and around Spokane County, Washington.

STATEMENT OF PURPOSE

The primary purpose of these covenants and restrictions is the creation of a community within a beautiful natural setting that neighbors will treasure for generations to come. At the core of the covenants and restrictions is a commitment to build and maintain homes that will integrate into the natural environment. Architectural design of homes will proceed with a value for shared vistas. Environmentally sustainable building practice is encouraged along with a strong regard for individual expression that can blend with both private and common area needs. Protection against fire and other natural disasters will be considered when choosing building materials. Orientation of home site will ensure energy efficient living for all homes within Palisades Meadows.

These covenants should be considered "protective" rather than "restrictive". While there are restrictions on what a property owner may do, restrictions are intended to maintain a high standard of consideration for each other that will insure preservation of high property values for everyone.

These General Covenants and Restrictions will be enforced by the Palisades Meadows Home Owner's Association on a proactive and reactive basis in cooperation with the residents of the community. Violations of the Covenants and Restrictions should be brought to the attention of the association by all responsible members. All concerns will be verified and addressed in a respectful manner through a governance system and mechanism for resolving issues, concerns and conflicts.

ARTICLE II: DECLARATION

Section 1. Definitions.

1.a. Architectural Review Committee (ARC). A subcommittee of no fewer than three (3) Lot owners in Palisades Meadows shall be appointed by the Home Owner's Association to serve as the ARC to review the design and construction of personal residences, landscaping and any other permitted structures.

1.b. Building. Any structure used or intended for supporting or sheltering any use or occupancy. Where independent units with separate entrances are divided by party walls, each unit is a building.

1.c. Camper. A self propelled vehicle designed for temporary human habitation or which provides accessory facilities for overnight camping; also known as recreational vehicles.

1.d. Declarant. The managing member or members of Palisades Conservation Development, LLC, who on behalf of Palisades Conservation Development, LLC signed this Declaration and cause the recordation hereof.



1.e. Developer. The original owners of the unplatted acreage who formed Palisades Conservation Development, LLC and conveyed the unplatted 111.14 acre to Palisades Conservation Development LLC.

1.f. Dwelling. Any building or portion thereof which is designated or used for residential purposes.

1.g. Easement. A right to use some part of the property of another for a particular purpose, such as for a driveway, or for installing and maintaining a water line, utility, drain field or other related uses.

1.h. Exterior Storage. Outbuildings used for the storage of fuel, raw materials, products, animals and equipment.

1.i. General Property Covenants of (date). The covenants and restrictions below which will be recorded in the Spokane County Auditor's office and will be referenced in deeds to individual home lots and be referenced to the book and page of recording in the records of said Auditor's office.

1.j. Home Owner's Association or Association. These shall refer to Palisades Meadows HOA, Inc., a Washington non-profit, non-stock entity.

1.k. Impervious surfaces. Impervious surfaces are those surfaces that do not absorb water. They consist of all buildings, parking areas, driveways, roads, sidewalks, and any areas of concrete or asphalt.

1.l. Lot. One of eight platted residential Lots in the Palisades Meadows Plat.

1.m. Open Space, Common Space or Common Area. When used in this declaration shall mean and refer to the remaining land described by Spokane County in the Final Plat as Parcel A that is not delineated as "lots".

1.n. Open Space Reserve. When used in this declaration shall mean and refer to the minimally undeveloped land meeting zoning requirements of no more than 1 home lot per 10 acres, which amounts to the dedication of at least 80 acres of Open Space Reserve.

1.o. Palisades Meadows. When used herein shall refer to lands in Spokane County, Washington, as legally described on Exhibit "A" attached hereto.

1.p. Person. The word "person" includes individuals, firms, organizations, corporations, associations and any other similar entity.

1.q. Owner. When used in this declaration shall mean and refer to all owners of individual lots which are subject to the provisions of this Declaration.

1.r. Real Property. The Real Property being platted into Palisades Meadows.

1.s. Residential Use. The primary purpose of a building on a lot to provide living accommodations for a person(s).



1.t. Recreational Vehicle. Travel trailers, camping trailers, truck with attached camper, motor homes or sport recreational vehicles.

1.u. Sign. A collection of letters, numbers or symbols which call attention to a business, product, activity, person or service.

1.v. Structure. Anything constructed or erected.

1.w. Trailer. A dwelling designed for temporary human habitation and which by original design, is capable of being moved on public streets and highways.

Section 2. Declaration.

The undersigned caused the lands described below to be surveyed and platted under the name, "Palisades Meadows", and has caused a portion of the same to be divided into eight building lots with the balance as open space, and does dedicate the street as shown on the plat of the addition, to Home Owners Association use. All provisions of this declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each Owner, and shall otherwise and in all respects be regarded as covenants running with the land perpetually.

Section 3. Description.

The following is the legal description of the lands embraced within the above-mentioned plan and within the terms and provisions of this declaration:

SEE ATTACHED EXHIBIT "A" including property within the pending plat of Palisades Meadows.

Section 4. Covenants, Conditions and Restrictions.

The parties declare that the land, shown above, is held and shall be conveyed subject to the covenants, conditions and restrictions set forth in this declaration. The owners of the unplatted 110 acre, more or less, property formed Palisades Conservation Development, LLC hereinafter "the LLC" which currently owns the 110 acres, more or less, of unimproved vacant land described on Exhibit "A" attached hereto. The LLC is platting the subject property under the Spokane County Planning Department, file #PW-1954-05. The preliminary plat was approved and a Findings of Fact and Conclusions of Law and Decision dated August 29, 2005, was signed by the Spokane County Planning Department.



ARTICLE III: HOMES

Moderately sized homes will be constructed to fit with our vision of energy efficiency and minimal environmental impact on the land. All building plans will be reviewed and approval by the Palisades Meadows Architectural Review Committee (ARC) as determined by the Home Owners Association. Homes will be designed with consistent architectural "themes" while allowing for individual expression and preference of style.

Section 1. Architectural integrity.

All homes built in Palisades Meadows must first be approved by the Architectural Review Committee (ARC).

1.a. Codes. All construction shall conform to all federal, state, county, and city codes, regulations and ordinances of every kind and nature in force at the commencement of construction.

1.b. Construction Clean Up. At all times during construction of a dwelling or other building on a Lot, the Lot Owner shall see that construction debris is promptly removed from the Lot or placed in a garbage bin which meets the standards and approval of the ARC.

1.c. Construction Completion. Any construction commenced on any house as provided in this declaration shall be substantially completed, including, but not limited to all painting and site restoration within 18 months from the date construction is commenced. Each home, upon breaking ground must be completed within 18 months.

1.d. Home Plans. Home plans submitted to the ARC will include floor plans, elevations, exterior finishes, landscape plans, site plans, and driveway approach.

1.e. Individual Expression. Individual expression in home design is encouraged along with sensitivity to the geography of Palisades Meadows so that a continuous architectural theme can be expressed.

1.f. Number of Homes. Only one home per lot will be permitted.

1.g. Outbuildings. No outbuildings are permitted on individual lots except for dog houses or a facility to house 12 or less chickens and/or rabbits. Any exceptions must have approval from the ARC.

1.h. Permits. No construction or exterior addition of change or alteration of any structure may be started on any portion of the a Lot without the Owner thereof first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the ARC. The ARC must approve the plans for all construction or alteration proposals.

1.i. Temporary Dwellings. No temporary dwellings such as trailers, mobile homes, tents, yurts, etc., will be used or constructed on the Lots.



1.j. Rental Use. Long-term rental use of property (more than 1 year) is strongly discouraged. The Association may prohibit tenant occupancy that exceeds one year. Exceptions may be made by request to the Association.

Section 2. Size and Scope.

2.a. Total living space, to include basements, for each home shall not exceed a maximum of 3500 square feet. Homes shall be designed and constructed with a minimum of 1000 square feet of living space. Approved garage, deck, patio, and breezeway will not be included in these limits. Guest rooms and bonus rooms built above garages will be considered living space.

2.b. Homes may be of one or two levels above ground and can be built up to 35 feet in height measured from the ground level to the highest part of the roof line.

2.c. Garages shall not be built to accommodate more than three vehicles, shall not have a maximum footprint in excess of 1000 square feet, and are subject to the same height restrictions as are homes in 2.b.

Section 3. Fire Protection (see also detailed Article X 'Fire Protection Plan').

3.a. Roofing shall be constructed using Class A fire resistant materials such as steel, concrete, clay, slate or asphalt.

3.b. Exteriors shall be constructed primarily of fire resistant materials such as brick, stone, cementitious siding or metal siding.

3.c. Windows and doors shall be double or triple glazed and constructed using tempered glass with Low-E coating.

3.d. Decks and patios shall be constructed will using Class A fire retardant materials that are noncombustible.

3.e. Firebreaks around each home will be created. Exterior applications of flammable materials (e.g., soffits, fascia, window frames, and breezeways) will be minimized subject to ARC approval.

Section 4. Energy Efficiency and Sustainability.

4.a. Home builders are encouraged to utilize the highest level of energy efficient utility systems possible to provide power for their homes. Geothermal, photovoltaic solar energy systems, and wind power should all be considered along with conventional sources for heating, cooling and all other energy needs.

4.b. "Green" building materials manufactured with renewable materials are preferred and considered to be consistent with the intent of the project.



Section 5. Water.

5.a. Owners are responsible for the installation, maintenance, and repair of wells, and related water pumps, piping and electrical cabling servicing their Lots.

5.b. Water conservation is an important part of sustainable living. All members of this community are encouraged to use appliances and plumbing fixtures with water saving features.

5.c. The use of large amounts of water for recreational purposes such as swimming pools is not consistent with sustainable living and is strongly discouraged. Interior or exterior swimming pools, hot tubs, or spas that contain in excess of 525 gallons of water are prohibited. Other such structures, whether temporary or permanent are subject to ARC approval.

5.d. Wells that are shared between two homes will have water use metered to each home.

5.e. The operation and maintenance of each well will be the joint responsibility of the owners who share the well.

5.f. The cost of electricity to run the water pump for each well will be shared between the parties using the same well, and prorated to the water meter use by each party.

5.g. Specific Joint Well Agreements shall be recorded to include specific terms regarding installation, use, maintenance, repair and easements regarding wells.

ARTICLE IV: LOTS

While Lots will be developed by individual Owners, community members will keep in mind the collective environment of the entire area of Palisades Meadows. Consideration for each other's privacy as well as auditory and visual space will be evaluated when developing and enhancing individual lots. Landscaping will follow an aesthetic line that is integral to adjacent neighbors to ensure a theme of consistent beauty.

Section 1. Views.

Homes may be oriented to maximize desired views, but to avoid obstruction of views. All views are shared and nothing herein shall establish a view easement in favor of any Lot. Factors in siting a home will include setbacks relative to other lots and the meadow.

Section 2. Easements.

2.a. Easements may be granted to neighbors for shared driveways at the discretion of the affected Owners.

2.b. Easements shall be granted for the purpose of installation and maintenance of water lines, septic lines, power lines, and other necessary development that pass from one lot to another.

2.c. Easements for necessary use of the common area for drain fields, wells, geothermal systems, and utility lines servicing Lots are anticipated and may be granted.

2.d. All easements are subject to the examination and approval of the ARC.

Section 3. Fencing.

3.a. All fencing will be minimal. When fencing is necessary it will be designed to be unobtrusive, as environmentally sensitive as possible, and may not intrude on the visual space of the community.

3.b. Fencing may be used for child safety and animal containment near the home, and erected to screen utility boxes.

3.c. The use of electronic ("invisible fencing") fencing for animal containment is encouraged.

3.d. Fencing, at the expense of the Association, will be used in the common area for the purpose of garden protection and will be designed to blend with the natural landscape.

3.e. Landscaping, hedges, bushes, and/or fencing may not be installed to delineate one lot from the other. Any such landscaping shall not be deemed to establish or determine boundary lines for any purpose. Boundary lines are conclusively established by surveys prepared and recorded by TD&H Engineering in connection with final plat approval.

3.f. Design, placement, materials, and height and width of all fences are subject to the approval of the ARC.

Section 4. Landscape and Vegetation.

4.a. Naturalistic, xeroscape (minimal water need) landscaping is encouraged in all Lot development. The use of drought tolerant, indigenous plant species is encouraged. A list of recommended species that are native, drought resistant, or otherwise encouraged will be prepared by the Association.

4.b. Landscape disturbances resulting from home construction will be re-vegetated with indigenous plant species whenever possible.

4.c. Ornamental landscaping may be installed that is consistent with the xeroscape concept and the fire protection plan.

4.d. Noxious weeds and pests may be controlled through the use of organic methods. If organic methods are not adequate, integrated pest management (IPM) applications can be used with the approval of the Association.

4.e. The Association will continue to seek the improvement and expansion of the use of organic solutions for noxious weed and pest management, both in common areas and individual lots.

4.f. Landscaping plans must be submitted and approved by the ARC.



Section 5. Animals.

5.a. Responsible pet owners are essential for maintaining a healthy, happy community, and are encouraged to exercise sensitivity to the shared environment when managing pets.

5.b. All pets must be secured and under the control of their owners.

5.c. Pets should not be chasing, injuring or killing wildlife within Palisades Meadows.

5.d. If pets become a nuisance, it will be the responsibility of the owner to take corrective action. Examples of nuisance include noise, odor, digging, disturbing wildlife, unreasonable numbers, etc.

5.e. Pet excrement should be removed and placed in a proper receptacle.

5.f. No animals other than dogs, cats, caged birds, tanked fish, and domestic chickens and rabbits may be kept by Owners.

5.g. No domestic livestock including but not limited to, cows, bovines, equines, porcine, buffalo, roosters, or other animals are allowed for any commercial or other purpose with the exception of the allowed activities referenced in this section.

5.h. No animal husbandry (breeding of animals for commercial purposes) is allowed with the exception of the allowed activities referenced in this section.

5.i. Chickens and rabbits may be raised for personal use in food production or otherwise on Lots. All designs for facilities to contain these species must be approved by the ARC and should be architecturally consistent with the existing home. Number of chickens and rabbits shall not exceed 12 combined. No roosters are allowed.

5.j. The Association is the sole authority to establish and enforce community standards for animals.

5.k. Use by the Association of animals only for weed and pest control consistent with an approved Forest Management Plan or other resolution of the Association may be allowed.

Section 6. Other.

6.a. Impermeable surfaces will be constructed only when necessary and must be approved by the ARC.

6.b. Shared driveways off the main road are encouraged whenever possible. These driveways may be constructed of asphalt, recycled asphalt, concrete or gravel. Driveway maintenance is the responsibility of the homeowner. A shared driveway will be maintained by the homeowners who share the driveway. Driveway maintenance includes debris and snow removal, and all necessary repairs needed to maintain a good driveway surface.



6.c. No dumping of trash, garbage, sewage, wood chips or any unsightly or offensive material will be allowed on any lot or in the common area. Such action shall be deemed constitute waste and nuisance.

6.d. Trash will be kept in approved containers and be set out for removal on schedule. Trash containers will be returned to the homeowner's storage area within 24 hours of trash pick up.

6.e. Disabled vehicles, machinery and equipment must be kept within the Owner's garage. These items may not be stored on individual lots or in the common area.

6.f. The construction of out buildings on private lots is not permitted with the exception of a detached garage or facilities for chickens and rabbits.

6.g. Play equipment may be built with the approval of the ARC.

6.h. The use of fireworks is strictly prohibited. Any and all outdoor burning such as the burning of brush or outdoor recreational fire pits, shall comply with safe fire rules, including without limitation all applicable statues, regulations, and ordinances, with the Palisades Meadows Fire Protection Plan and the regulations established by the Washington State Department of Natural Resources. Homeowners wishing to burn land waste must obtain a copy of the burn permit and follow the guidelines for proper burning.

6.i. The construction or maintenance of signs, billboards or advertising structures of any kind on any lot is prohibited except for the address sign required by Spokane County for fire protection services. One sign advertising the rental or sale of a property shown on the recorded plat is permitted provided it does not exceed the standard real estate industry size.

6.j. No tank for the storage of water, oil, propane, petroleum or other fluids may be maintained on any of the lots above the surface of the ground without the written consent of the ARC.

ARTICLE V: COMMON AREA

In order to protect the natural beauty of the vegetation, topography and other natural features of Palisades Meadows, environmental, wildlife, and land management controls will be employed as specified in the Forest Management Plan. The Association is committed to the mutual preservation and improvement of the common areas through management and rehabilitation of natural flora and fauna, minimizing human disruption and providing opportunities for shared recreation and gardening. It is the intent and purpose of these Covenants, Conditions and Restrictions to protect, maintain and enhance the conservation of natural and scenic resources; to promote the conservation of soils, wetlands, and wildlife; to enhance the value of abutting Conservation Futures lands and county and state park land; and to afford and enhance recreation opportunities. The Palisades Meadows community encourages the involvement of all members in maintaining our common space.



Section 1. Management.

1.a. **Assessments.** The Home Owner's Association will assess fees for the maintenance of common space, property taxes, and other related costs. A capital fund will be established for the purpose of common property improvements, and the maintenance, repair and replacement of necessary equipment. See the Assessments in the Palisades Meadows Home Owner's Packet.

1.b. **Community Barn.** A Common Capital Improvement Fund will be established by the Association to fund the construction of a community barn and common area improvements at designated sites in the common area. A fee will be collected from the sale of each lot and then placed into this fund. Costs to build and maintain common area improvements will be shared equally by all Owners.

1.c. **Other Common Facilities.** Other common facilities such as a common garden, and shared chicken coop and/or rabbit hutch may also be constructed at this site subject to the approval of the ARC and Association. Costs to build and maintain these facilities will be shared by all Owners who choose to participate in these activities.

1.d. **Forest Management Plan (FMP).** Palisades Meadows has a Forest Management Plan that was developed by a professional forester, which will provide the guidelines for stewardship, land rehabilitation, and wildlife management of Palisades Meadows. The primary goal is stewardship of the entire Palisades Meadows. This will include an active fire protection strategy and creation of a sustainable and healthy ecosystem. Land rehabilitation will be an active part of our community. This will include careful introduction of both natural and new species of trees and shrubs that are suitable to the Palisades Meadows area. Noxious weeds and pests may be controlled through the use of organic methods. If organic methods are not adequate, integrated pest management applications can be used with the approval of the Association. Native wildlife species will be maintained and some populations enhanced. Culling of overpopulated or undesirable species may be necessary.

1.e. **Maintenance.** The Association is responsible for the maintenance of the common space as detailed in the designated Forest Management Plan.

1.f. **Road Maintenance.** The Association shall maintain the common road, including snow and debris removal, and road surface repair. The Association will also maintain all culverts and ditches necessary for proper road drainage.

Section 2. Use of Common Area.

2.a. No dumping of trash, garbage, sewage, wood chips or any unsightly or offensive material will be allowed on common space.

2.b. Storage of personal effects including vehicles, machinery, equipment or other objects is not allowed in the common area, unless it occurs within a space or facility designated by the Association for such purpose.

2.c. A barn will be constructed at a designated location in the common area for shared use by all lot Owners.



2.d. Use of common space for low-impact recreational activities is encouraged. These include walking, cycling, cross-country skiing, bird watching, etc.

2.e. Use of motorized off road recreational vehicles of any type with the exception of emergency vehicles and Association maintenance vehicles is not allowed in Palisades Meadows.

2.f. The construction of out buildings, signs, satellite dishes, antennae, and play equipment are not permitted in common space, with the exception of signs required for identification of homes for fire personnel or to meet other regulatory requirements.

2.g. Easements for necessary use by Owners of the common area for drain fields, wells, geothermal systems, and utility lines will be granted by the Association, subject to ARC approval.

ARTICLE VI: COMMUNITY

To establish a strong community, the participation of all Owners will be requested and encouraged. Participation may include shared work to maintain and rehabilitate the common area and to tend a common garden. Participation in the governance of the Association is expected.

Section 1. Community Values.

1.a. We value the participation of all community members in work and play.

1.b. We value and respect personal space and privacy, and recognize that quiet, alone time is one of the advantages of living on this land.

1.c. We are all members of the Palisades Meadows Community, and have a responsibility for the entire community and its needs. By looking out for and helping each other, we can enhance our living experiences and increase safety and security for everyone in the community. Together we can create an atmosphere that is pleasing, relaxing and secure.

ARTICLE VII: HOMEOWNERS' ASSOCIATION

The individual owners of property within Palisades Meadows Development are automatically members of the Palisades Meadows HOA, Inc. ("Association") The Association has the power to manage in the best interests of the Owners, assist Owners in achieving compliance with the requirements of this declaration, to assess fees necessary for the maintenance and future development of Palisades Meadows, to make judgments regarding building and architectural approvals, and to grant easements.

Section 1. Membership.

1.a. Every Owner of a Lot in Palisades Meadows shall be a member of the Association. Membership is appurtenant to and may not be separated from Lot ownership. A creditor who acquires title to the properties or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall also be a member of the Association.



1.b. Each member shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be joint members of the Association for that Lot. The one vote of such Lot shall be exercised as the Owners of each Lot determine between and among themselves but in no event may more than one vote be cast with respect to any Lot.

1.c. The Association shall adopt By Laws regulating its operation and provide an up-to-date copy of said By Laws to each Owner at least annually.

1.d. So long as the Declarant owns any Lot, the Declarant shall retain such rights as are necessary to develop and manage the property and such retained matters shall not be subject to vote of the Association.

1.e. Renters, lessees and other tenants do not have voting privileges but are subject to the rules of the Association.

1.f. Absent owners may give written proxy to another owner.

Section 2. Governance.

2.a. Refer to the 'By-Laws of Palisades Meadows HOA, Inc.' for details regarding voting, officers, membership, meetings and other operational features of the Home Owner's Association.

Section 3. Assessments for Home Owner's Association.

3.a. The activities and functions of the Association are supported primarily by property assessments. Assessments also provide for capital improvements to the property, and equipment replacement reserves. Owners of Lots are automatically members of the Association by virtue of ownership, and payment of assessments is therefore mandatory for all Lot Owners.

3.b. By acceptance of the deed or other instrument of conveyance for a Lot within the subdivision, each Owner shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements and maintenance of the Common Area. Such assessments shall be fixed, established, and collected from time to time as provided in this declaration and in the By-Laws. The annual and special assessments, together with such interest and costs of collection shall be a lien on the Lot assessed and shall also be the personal obligation of the Owner of such Lot on the date when the assessment is due.

3.c. Not later than January 31 of each year for the following calendar year, the Association shall fix the amount of the annual assessment against each Lot, to be paid in monthly installments. Written notice of the annual assessment shall be delivered to each Lot Owner. Upon request, the Association shall furnish a certificate signed by an officer of the Association setting forth the status of assessments on any specific Lot.

3.d. Currently, each residential property is assessed in an amount determined by the Association. Reassessments are conducted annually. The Association will mail Assessment



Due notices to Lot Owners. Assessments are due by January 31st of each year. Late payments are assessed a late charge of 1.0% per month (12% per annum).

Section 4. Effect of Non-Payment of Assessments; Remedies of the of the ASSOCIATION and/or Individual Lot Owners.

Any assessment not paid within thirty (30) days after the due date shall continue to bear interest at the rate of twelve percent (12%) per annum, from the date due. Each Owner hereby expressly vests in the Association or its agents the sole right and power to bring all actions against such Owner personally for the collection of assessments and the right to record, enforce, and foreclose any and all lien rights of the Association. Foreclosure proceedings may be commenced after expiration of a 30 day written Notice of Default and opportunity to cure. Such notice shall be deemed given when mailed by regular mail to the last known address of the Lot Owner entitled to receive the Notice/Lien foreclosure shall be by an action brought in the name of the Association in the manner of foreclosure of a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid its interest at foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. The defaulting Owner is responsible for payment of all attorneys' fees and costs, incurred in collecting past due assessments or enforcing or foreclosing liens, including those incurred in proceedings in United States Bankruptcy Court. No Owner may waive or otherwise escape liability for the assessments provide herein by non-use or abandonment of their Lot.

ARTICLE VIII: ARCHITECTURAL REVIEW COMMITTEE

The Palisades Meadows Architectural Review Committee (ARC) is hereby established to be responsible for reviewing the plans for all proposed new construction, additions, or modifications. Association, through that committee, shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this declaration. All building plans will be subject to review and approval by the ARC as determined by the Association.

Section 1. Membership.

- 1.a. The initial ARC shall be members of the Association, and shall include the Declarant so long as Declarant owns a Lot.
- 1.b. The Association may elect or appoint a subcommittee of no fewer than three Lot Owners to serve as the ARC.
- 1.c. The members of the ARC shall not receive any compensation for their work on or associated with the ARC.

Section 2. Jurisdiction and Purpose.

- 2.a. The ARC shall review proposed plans, plot plans and specifications for residences, and accessory structures as allowed by the covenants.

2.b. The ARC may employ such experts and professionals in the fields of Law, Engineering, Architecture, Hydrology, Forestry, and others as deemed necessary to properly evaluate individual Lot Owner's submitted plans and specifications. The costs of such experts, where necessary, must be paid by the Lot Owner seeking approval of plans and specifications, as a condition of such approval.

2.c. No exterior addition or structural alteration may be made until proposed structure or alteration have been submitted to and approved, in writing, by the ARC.

2.d. The ARC shall also review proposals to change the exterior color of homes in the Plat.

2.e. The ARC shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and build environment, and (3) aesthetic character of other homes in the Plat.

Section 3. Submission of Plans.

3.a. All plans and specifications required to be submitted to the ARC shall be submitted by mail to the address of the ARC in duplicate.

3.b. The written submissions shall contain the name and address of the Owner submitting the plan, the identity of the lot as well as the site plan, driveway locations, floor plan, elevations, exterior finish schedule, and landscape plan.

Section 4. Approval Procedures.

4.a. Within ten business days after the receipt of plans and specifications, the ARC shall approve, require changes, or disapprove the proposed structure and plan.

4.b. The ARC 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.

4.c. The ARC shall indicate its approval or disapproval on one of the copies of the plan and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plan and specifications.

Section 5. Compliance with Code.

5.a. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner. The ARC has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements.

5.b. The Owner shall hold the ARC harmless in the event that a structure which it authorizes fails to comply with any applicable code or ordinance.



Section 6. Enforcement.

6.a. In any judicial action to enforce a determination of the ARC, the losing party shall pay the prevailing party's attorney's fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal.

ARTICLE IX: COMMUNITY RIGHTS AND RESPONSIBILITIES

Section 1. Lot Owners Have The Right To:

- 1.a. A responsive and competent community association.
- 1.b. Honest, fair and respectful treatment by community members.
- 1.c. Participate in governing the community association by attending meetings, serving on committees and standing for election.
- 1.d. Access appropriate association books and records.
- 1.e. Prudent expenditure of fees and other assessments.
- 1.f. Live in a community where the property is maintained according to established standards.
- 1.g. Fair treatment regarding financial and other association obligations.
- 1.h. Receive all documents that address rules and regulations governing the community association upon joining the community.

Section 2. Lot Owners Have The Responsibility To:

- 2.a. Read and comply with the governing documents of the community.
- 2.b. Maintain their property according to established standards.
- 2.c. Treat each other honestly and with respect.
- 2.d. Vote in community elections and on other issues.
- 2.e. Pay association assessments and charges on time.
- 2.f. Provide current contact information to association leaders or managers to help ensure they receive information from the community.
- 2.g. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.
- 2.h. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.



Section 3. Elected Officers Have The Right To:

- 3.a. Expect Owners and non-owner residents to meet financial obligations to the community.
- 3.b. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
- 3.c. Respectful and honest treatment from residents.
- 3.d. Conduct meetings in a positive and constructive atmosphere.
- 3.e. Receive support and constructive input from owners and non-owner residents.
- 3.f. Personal privacy at home and during leisure time in the community.
- 3.g. Take advantage of educational opportunities that are directly related to their responsibilities and as approved by the association.

Section 4. Elected Officers Have The Responsibility To:

- 4.a. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
- 4.b. Understand the Association's governing documents and become educated with respect to applicable state and local laws, and to manage the Association accordingly.
- 4.c. Actively obtain input from owners and non-owner residents.
- 4.d. Conduct open, fair, and well-publicized elections.
- 4.e. Welcome and educate new members of the community – owners and non-owner residents alike.
- 4.f. Encourage events that foster neighborliness and a sense of community.
- 4.g. Conduct business in a transparent manner.
- 4.h. Allow Owners access to all Association records.
- 4.i. Collect all monies due from Owners and non-owner residents.
- 4.j. Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.

ARTICLE X: FIRE PROTECTION PLAN

The Fire Protection Plan provides guidelines for achieving and maintaining fire safety standards required by Spokane County Fire District 10. The standards for home construction and fire equipment access are listed as well as the fire protective measures we will implement in the areas defined as Zone 1 and Zone 2 (defined below).

Section 1. Home Construction Guidelines.

1.a. **Decks.** Decks attached to and extending away from the home will not be built using highly flammable materials such as wood and vinyl. The area below decks to ground level should be closed in to eliminate the potential for debris under the deck from catching fire or becoming a storage area.

1.b. **Exteriors.** Exteriors will be constructed of fire resistant material such as brick, stone, metal or cement fiber siding. Wood or vinyl siding is not allowed. It is recommended that fire-retardant wood be used as trim around doors and windows.

1.c. **Fire breaks.** Building noncombustible walls and patios around the house is strongly encouraged. If plants are placed around the home they should be fire resistant varieties.

1.d. **Roofing.** Roofing will be constructed using Class A fire resistant materials such as aluminum, steel, concrete, clay, slate or asphalt. Flammable materials such as wood shingles will not be allowed.

1.e. **Sprinkler systems.** All homeowners are encouraged to install interior and/or exterior fire sprinkler systems.

1.f. **Windows and Doors.** Should be dual or triple glazed and constructed using tempered glass with Low-E coating.

Section 2. Fire Truck Road Access Requirements.

2.a. **Main Road.** The main asphalt road into Palisades Meadows will be constructed to meet Spokane County private road building requirements.

2.b. **Private driveways.** All driveways will be at least 12 feet wide, and built using either asphalt or gravel. The slope should not exceed 10%, and there should be no sharp turns at the top and bottom of hills. The road base must be constructed using materials that are able to support the weight of fire fighting equipment year round. Each private driveway will meet the county standard that requires a sign clearly displaying the home address.

2.c. **Road maintenance.** All roads in the development will be maintained throughout the year to the original standard. This will include pothole repair as well as debris and snow removal. All gated private lanes or driveways shall use the "Knox" lock system that is required for emergency access by Fire District 10.



Section 3. Zone 1 Fire Protection.

- 3.a. Area Defined. Zone 1 is an area with a 30 to 50 foot radius around the home. This area needs to be "Lean and Clean" and is a non-flammable zone.
- 3.b. Debris Removal. Lawns will be kept trimmed, leaves raked, and the roof and rain-gutters free from debris such as dead limbs and leaves.
- 3.c. Fire Resistant Flora. Planting fire resistant plants and deciduous trees is recommended.
- 3.d. Firewood. All firewood will be stacked at least 30 feet away from the home.
- 3.e. Flammable Materials, Liquids and Solvents. These items will be stored in fire resistant cabinets and/or lockers.
- 3.f. Tree Maintenance. All dead wood from trees and pine needles will be removed regularly.
- 3.g. Tree Spacing. Ponderosa pines are allowed in small clusters as long as the branches are at least 10 feet from the home and other pine clusters.

Section 4. Zone 2 Fire Protection.

- 4.a. Area Defined. Zone 2 "Trim and Prune" is the area that extends from Zone 1.
- 4.b. Debris Removal. Debris such as dead wood will be removed or reduced by chipping or burning on an annual basis. This includes standing dead trees and shrubs.
- 4.c. Hot Zone. The "Hot Zone" inside Zone 2 is defined as the side of the house that has the higher risk of exposure to the spread of forest fire. This would be the side that includes terrain that sits lower in elevation than the home. More aggressive trimming will be done in this zone.
- 4.d. Tree Pruning. All trees in this zone will be pruned to at least 8 to 10 feet above ground.
- 4.e. Tree Trimming. The "trim" is aimed at spacing the trees between live crowns. The degree of spacing is dependent on the average tree trunk diameter and density level. Ponderosa pine crowns will be spaced from 12 to 29 feet apart.
- 4.f. West Meadow. Once grasses and wildflowers have dried out in the west meadow, they will be cut down.

ARTICLE XI: DURATION AND AMENDMENT

- 11.a. Duration. The covenants, conditions, restrictions and other provisions of this Agreement shall be of perpetual duration.
- 11.b. Amendment. This Declaration, or any covenant, condition, restriction or undertaking contained herein, may not be terminated, extended, or amended except by the recording of the appropriate document in the Office of the Spokane County Auditor, which document must be executed by all of the Lot Owners, as of the date of such document.



ARTICLE XII: NOT A PUBLIC DEDICATION

Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the subject property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration will be strictly limited to and for the purposes expressed herein.

ARTICLE XIII: RECORDING

A fully executed counterpart of this Declaration shall be recorded in the Office of the Spokane County Auditor.

ARTICLE XIV: BENEFIT

This Declaration shall inure to the benefit of, and be binding upon, the Declarant and its representatives, successors and assigns.

ARTICLE XV: WAIVER

No waiver of any breach of any of the covenants, conditions, restrictions, and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant, condition, restriction, and/or agreement.

ARTICLE XVI: SEVERABILITY

If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVI: APPLICABLE LAW

This Declaration shall be construed and enforced in accordance with the laws of the State of Washington.

ARTICLE XVI: ARBITRATION

With the exception of assessment collection and lien foreclosure proceedings, any action to enforce or interpret the terms of this Declaration shall be first submitted to arbitration pursuant to RCW 7.04 Uniform Arbitration Act.

Unofficial Document



PALISADES CONSERVATION DE COU \$52.00

5456794
Page: 21 of 21
11/03/2006 04:08P
Spokane Co, WA

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

DECLARANT

Palisades Conservation Development, LLC

Debra Schultz

By:
Its: Manager

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this day personally appeared before me Debra Schultz to me known to be the Manager of Palisades Conservation Development, LLC, described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of November, 2006.



Elaine Sweet

Notary Public in and for the
State of Washington, residing at Spokane
My Commission expires: December 1, 2008

Unofficial Document