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Spokane WA
99223



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DECLARATION OF PROTECTIVE COVENANTS
FOR
FIRST ADDITION TO PINE CLIFF

THIS Declaration of Protective Covenants ("Declaration") is imposed by FIRST ADDITION TO PINE CLIFF HOMEOWNERS' ASSOCIATION, an unincorporated homeowners' association formed under authority of Chapter 64.38 of the Revised Code of Washington (RCW) and having jurisdiction over the following described residential real property:

The West 360 feet of that portion of the Northwest quarter of the Southwest quarter of Section 26, Township 25 North, Range 43 East W.M., described as follows:

BEGINNING at the Northwest corner of Plat of Pine Cliff which point is 1,386 feet North and 30 feet East of the Southwest corner of said Southwest quarter, thence North 247.5 feet; thence East 1,287 feet, more or less, to its intersection with the following described line;

BEGINNING at a point 1,782 feet North of the Southeast corner of the West half of said Southwest quarter; thence running Southwesterly to a point on the South line of said Southwest quarter, 462 feet West of the Southeast corner of the West half of said Southwest quarter; thence Southwesterly along said described line to the Northeast corner of aforesaid Pine Cliff Addition, thence West along the North line of PINE CLIFF ADDITION to the point of beginning, EXCEPT the North 20 feet thereof.

(commonly known as 2415 S. Havana St., Spokane, Washington)
Assessor's Property Tax Parcel/Account Number: 35263.9116

The provisions of this Declaration are hereby imposed on the above-described residential real property referred to herein as the "Property". This Declaration is intended to assure compatibility with existing and planned development, to protect property values, to ensure



quality construction of improvements that are compatible with a harmonious development of the Property.

This Declaration and its covenants, conditions, restrictions and reservations shall be deemed to run with the Property. This Declaration shall bind and be applicable to all Owners and occupants of the Property and their respective officers, agents, employees, customers, licensees, invitees, tenants, subtenants, mortgagees, successors, assignees and any other person having any interest in or to any part of the Property or possession thereof by, through or under an Owner, occupant or possessor. The covenants, conditions and restrictions provided in this Declaration shall apply to all improvements to the Property.

ARTICLE I
Definitions

- 1.1. Declarant. The term Declarant, as used herein, refers to FIRST ADDITION TO PINE CLIFF HOMEOWNERS' ASSOCIATION (hereinafter referred to as the "Association"). Declarant intends that these Protective Covenants touch and concern the Property and shall run with the land. These Protective Covenants shall be binding on the Association, its successors and/or assigns, any Owner, or any other entity or organization that succeeds to their legal interest or obligations in the Property.
- 1.2. Owner(s). Owner or Owners refers to those who acquire a fee simple interest in the Property, by deed or real estate contract.
- 1.3. Property. The term "Property" as referred to herein is the residential real property legally described as set forth in the opening paragraph of this Declaration.
- 1.4. Lot. Parcel of land on the property platted in the FINAL PLAT OF FIRST ADDITION TO PINE CLIFF, which is subject to being approved and accepted by Spokane County.
- 1.5. Tract A. Tract A on the FINAL PLAT OF FIRST ADDITION TO PINE CLIFF is a drainage lot, and is dedicated to the Association. Tract A cannot be sold or transferred and shall be considered a subservient estate for tax purposes to the other lots created on the plat. Tract A is provided for purposes of treatment and disposal of storm water from the Property.
- 1.6. Drainage Easements. The drainage easements on the FINAL PLAT OF FIRST ADDITION TO PINE CLIFF are for the purpose of installing, operating, and maintaining drainage swales and drainage facilities to dispose of runoff, and are granted to Spokane County, the Public, and the Association or successors in interest.
- 1.7. Swale. An elongated depression in land.



ARTICLE II Development Standards

At the time of development of the Property and at such other times as Owner(s) may apply for a building permit for improvements to the Property or any portion thereof, or apply for any other permit from a public agency, the Declarant intends that the Owner(s) comply with the development standards set forth herein.

- 2.1. Review of Plans. No building, structure, fence, road, wall, parking area, lighting, utilities or other improvements including landscaping of any nature, shall be commenced, erected, or planted on the Property, nor shall any exterior addition or modification to, or change or alteration thereof, be made until the plans and specifications showing the nature, kind, shape, elevation, color, materials, species, lighting plan, utility plan, and location of the same shall have been submitted to and approved in writing by the Association, which approval will not be unreasonably withheld. The Association shall act on submittals made to it within thirty days, and identify any issues that would cause the Association to deny approval. In the event Association fails to approve submissions within said thirty (30) days, said submissions shall be deemed disapproved. The purpose of this requirement is to permit the Association to review compliance with applicable regulations and this Declaration.

- 2.2. Guidelines. In order to obtain and maintain the harmony of external design and location in relation to surrounding structures and topography herein and in order to maintain the general plan of improvement for the mutual benefit of the Owners of the Property, the Association shall be guided by the following:
 - a. Design.
 - (i) Any building erected on the premises shall be designed by a licensed architect as may be required by applicable regulations.
 - (ii) Buildings shall be designed in a manner suitable for a single-family residence so that the exterior elevation of each will be architecturally compatible with other structures on the Property, and so that the buildings, walls, footings and awnings shall not encroach from one lot onto another lot as required by applicable zoning regulations. Design and construction shall conform with sound architectural construction and engineering standards as established by uniform code and local regulations.
 - (iii) All improvements shall be of good quality.
 - (iv) Any building that is constructed on a lot on the property shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said



positive drainage shall consist of a minimum slope of 3% away from the building for a distance of at least 10 feet from the building. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for the property, including any '208' swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer's Office prior to construction of said changes.

- b. Exterior Colors and Materials. If colors are used to finish exteriors, colors utilized in finishing exteriors shall be complimentary earth tones, natural tones or other colors mutually agreed upon by the Association and Owner. Design accents with two or more colors are encouraged.
- c. On-site Lighting. The objective of on-site lighting is to light pedestrian circulation, buildings or parking for decorative or security reasons. Lighting shall be designed to avoid or minimize light diffusion to adjoining property where negative impacts may be created.
- d. Havana Street. No direct access will be allowed from an Owner's property to Havana Street.
- e. Yard setbacks. Side yard and rear yard setbacks shall be determined at the time building permits are requested unless these setbacks are specifically on the FINAL PLAT OF FIRST ADDITION TO PINE CLIFF. The setbacks indicated on the plat may be varied from if proper zoning approvals are obtained.
- f. Water systems. Use of private wells and water systems is prohibited. The public water system, pursuant to the water plan approved by the county and state health authorities, the local fire protection district, County Building & Safety Department and water purveyor, shall be installed within the property and the applicant shall provide for individual domestic water service as well as fire protection to each lot prior to sale of each lot and prior to the issuance of a building permit for each lot.
- g. Sewer system. A public sewer system will be made available for the property, and individual service will be provided to each lot prior to sale. Use of individual on-site sewage disposal systems shall not be authorized.



**ARTICLE III
Maintenance Standards**

The maintenance standards are intended to outline minimum standards and the required level of upkeep and repair for structures and the surrounding landscaping and property.

- 3.1. Buildings. Exterior walls and facings shall not be allowed to become cracked, chipped, faded or in any way deteriorated so that the aesthetics are impaired as determined by the Association. Broken windows, doors or other exterior members of structures shall be repaired or replaced promptly.
- 3.2. Landscaping. All landscaping shall be maintained in an attractive manner and weed free condition at all times. Plants and shrubs shall be maintained in a healthy, disease free condition. Pools, fountains and the like are to be maintained in a clean and operating condition.
- 3.3. Screening. Fencing and any other architectural screen shall be maintained in an aesthetically pleasing form and not allowed to become deteriorated.
- 3.4. Paved Areas and Other Surfaces. All paved areas whether used for parking, driveways, truck loading or otherwise, shall not be permitted to become broken, cracked, settled or otherwise in need of repairs. Grass, weeds and other plant material growing in cracks should be removed. Areas covered with gravel, bark, rocks or wood chips are to be kept free of litter and debris. Markings on paved surfaces are to be maintained to be clearly visible.
- 3.5. Unimproved Areas. Each Owner shall remove and will not otherwise permit in areas that are not otherwise landscaped or improved weeds identified by the Noxious Weed Control Board as dangerous to public health, safety and welfare to be on the real property.
- 3.6. General Maintenance. Each Owner shall keep the property and improvements in good order and repair including, without limitation, all buildings, landscaping and other improvements thereon. The Owner shall follow a regular course of maintenance for all buildings and improvements and shall regularly mow and water all lawn areas and regularly maintain all other landscaping on the Owner's property. The Owner shall not permit the Property, landscaping or any improvements thereon to exhibit signs of deterioration, disrepair or neglect.

**ARTICLE IV
Drainage**

- 4.1. Drainage Easements. Spokane County and its authorized agents are granted the right to ingress and egress to, over and from all public drainage easements for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the



Association. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of public rights-of-ways; except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

- 4.2 Surface Path. The property owners shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the property owner. Spokane County does not accept the responsibility of maintaining the drainage course on private lots, nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.
- 4.3. Storm Water Runoff. There may exist properties located uphill and adjacent to the property, which periodically discharge storm water runoff onto individual lots within the property. Storm water runoff from nearby uphill properties shall be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amount of storm water runoff than what is normally observed or anticipated. Because storm water runoff from adjacent properties has discharged onto the property prior to development, storm water runoff will likely continue to do so after development.
- 4.4. Swales and Drainage Ditches. The property owners within the property shall maintain all water quality swales ("208" swales) and drainage ditches situated on their respective properties, and any portion of a "208" swale situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover as specified in the currently approved and accepted plans on file at the Spokane County Engineer's Office. No structures, including fences, shall be constructed directly over or within a "208" swale or drainage ditch without the expressed written consent of the Spokane County Engineer. Spokane County does not accept the responsibility to inspect and/or maintain drainage easements or drainage swales, nor does Spokane County accept any liability for any failure by lot owner(s) to properly maintain such areas.
- 4.5. Drainage Facilities. The Association or its successors in interest shall maintain the drainage facilities, located in Tract A and within the dedicated drainage easements, in conformance with the approved plans on file at the Spokane County Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning storm pipes, ditches, drainage ponds, swales, etc., replacement of drainage facilities as needed, and maintaining live native-type dry land grasses or lawn turf in the '208' swales, located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage



swale as indicated by the approved plans. The Association shall be responsible for payment of all claims and other liabilities, which may become due for said maintenance responsibilities.

If the Association or its successors in interest, fail to maintain the drainage facilities in conformation with the accepted drainage plan on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Association, or its successors in interest, by the County Engineer. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the Association, or its successors in interest.

Should the Association be terminated for any reason, its successors in interest shall be the individual lot owners, or their successors in interest, who are members of the Association at the time of said termination. Its successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

ARTICLE V Assessments and Enforcement

- 5.1. Assessments. The cost of operation and maintenance of the drainage facilities and the Association shall be borne by all owners, pro rata. The Association shall have full authority to establish and determine the amount of assessments; such determination to be based on the Association's best bona fide estimate of the costs incurred with the operation and maintenance of the drainage facilities serving the property. The Association will notify owners of any regular or special assessment, which shall be due and payable in full thirty (30) days after the Association provides notice of the assessment to the owner. Any such assessment by the Association shall include the Association's computation of the assessment. An owner may, at owner's expense, audit the books of the Association regarding any assessed amount.
- 5.2. Legal Action. The Association and Owners shall have the right to enforce this Declaration and the covenants, conditions and restrictions by any proceedings at law or in equity that it deems appropriate. The prevailing party in any such action shall be entitled to recover their costs and reasonable attorney fees.
- 5.3. Unpaid Assessments. Unpaid assessments shall constitute a lien against an Owner's property and may be enforced by filing the assessment as a lien by recording notice thereof with the Spokane County Auditor and enforced by foreclosure action in Spokane County Superior Court, following the same procedure as is set forth for the foreclosure of liens for the furnishing of labor and materials. The prevailing party shall be entitled to recover their costs and reasonable attorney's fees in any enforcement action. Prior to the initiation of any enforcement proceeding or other remedy, the Association shall provide thirty (30) days written notice to the offending party specifying the alleged default. During this notice period, the offending party is permitted to cure the default alleged in



the written notice. If the default alleged is not cured within the notice period, then the Association may invoke any of the enforcement proceedings or remedies provided for in this Declaration or otherwise available by law.

ARTICLE VI Environmental Covenants

- 6.1. Hazardous Substances. Owners shall not engage in or allow the generation, use, manufacture, treatment, transportation, storage or disposal of any hazardous substance in, on, under or adjacent to their real property that in any way is prohibited by applicable federal, state and local laws, regulations and orders.

Owners shall not engage in or allow the unlawful release (from underground tanks or otherwise) of any hazardous substance in, on, under or adjacent to Owner's real property (including air, surface water and ground water on, in, under or adjacent to the real property). Owner shall at all times be in compliance with all applicable law (and shall cause its employees, agents and contractors to be) with respect to the real property or any hazardous substance and shall handle all hazardous substances in compliance with good industry standards and management practices. As used in this Declaration, the term "hazardous substance" shall mean any substance, chemical or waste, including any petroleum products or radioactive substances, that is now or shall hereafter be listed, defined or regulated as hazardous, toxic or dangerous under any applicable laws. As used in this Declaration, "applicable law" shall mean any federal, state, or local laws, ordinances, rules, regulations and requirements now or hereafter enacted (including consent decrees and administrative orders) relating to the generation, use, manufacture, treatment, transportation, storage, disposal, or release of any hazardous substance.

Owner shall promptly notify the Association and adjacent real property Owners, in writing, if Owner has or acquires notice or knowledge that any hazardous substance has been or is threatened to be unlawfully released, discharged or disposed of, on, in, under or from the real property. Owner shall immediately take such action as is necessary to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any hazardous substances released, discharged or disposed of as the result of or in any way connected with the conduct of Owner's residence, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements.

If Owner handles hazardous substances, Owner shall: (1) at all times maintain an employee or consultant familiar with applicable law and charged with responsibility for Owner's compliance with all applicable law relating to hazardous substances; (2) implement a system to review Owner's hazardous substance activities on a regular basis; and (3) shall in good faith (consistent with sound business practices) implement and maintain best management practices to minimize the hazards posed by materials utilized by Owner, for example, by reducing the amounts of hazardous substances used and disposed of, by utilizing less dangerous or less toxic materials or by implementing



programs to ensure the safe and proper handling, labeling, use and disposal of hazardous substances.

**ARTICLE VII
Other Regulations**

- 7.1. Zoning. The Property may be used as permitted by applicable zoning regulations of Spokane County, Washington, or any other governmental body having jurisdiction over zoning for single-family residential purposes except to the extent restricted by this Declaration. All business functions conducted within the Property shall be conducted indoors unless otherwise properly screened.
- 7.2. Offensive Trade. No unlawful or noxious trade or activity shall be carried on upon the Property, nor shall anything be done thereon which may be or so become a nuisance to neighboring Owners or occupants, nor shall sound and external noise and odors be permitted which exceed applicable governmental regulations.
- 7.3. Animals. No animals, livestock or poultry of any kind, except licensed domestic dogs or cats, and indoor caged birds or other small domestic caged pets, shall be raised, bred or kept on the property.
- 7.4. Signs. No signs for any home business or occupation shall be displayed on the Property nor on the exterior of residences and other structures on the Property.
- 7.5. Rubbish. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon for a period in excess of seven (7) days.
- 7.6. Parking. Parking of all vehicles shall be upon Owner's property on the paved driveway or in front on the street but in order to minimize unsightly appearance and obstruction of views large vehicles such as work trucks and recreational vehicles shall be parked on a concrete or asphalt parking pad provided by Owner to the side of a residence and shall not be parked in the driveway nor on the street in front of the residence other than for periods of not more than one hour during any 24 hour period.
- 7.7. Snow Removal. Each Owner shall be responsible for snow removal from their property.
- 7.8. Owners/Tenants. In the event an Owner leases to, or allows possession of, Owner's real property by a tenant, each such tenant shall be bound by all of Owner's obligations imposed by this Declaration.
- 7.9. No Private Wells, Water and Sewage Systems. Use of private wells and water systems is prohibited. Use of individual on-site sewage disposal systems is prohibited.
- 7.10. Utility Easements. Utility easements shown on the FINAL PLAT OF FIRST ADDITION TO PINE CLIFF are dedicated to the serving utility companies for the construction,



reconstruction, maintenance and operation of utilities, together with the right to inspect said utilities and to trim and/or remove brush or trees that may interfere with the construction, maintenance and operation of the same.

- 7.11. Existing Easements, Agreements and Matters. The property is subject to existing easements, agreements and matters set forth by survey and amendment as recorded under Spokane County Auditor's Recording numbers 8901180141, 9107290063, 9109260176, 9307060526 and 4280774.
- 7.12. Amendment. This Declaration of Protective Covenants cannot be amended except in writing signed by all of the Owners of real property subject to these covenants and Declarant, their respective successors or assigns.

IN WITNESS WHEREOF, this Declaration and the covenants stated herein are duly executed this 1st day of April, 2003.

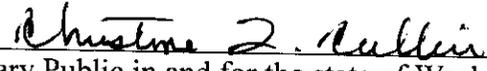


 JERRY McNAIRY, President of FIRST
 ADDITION TO PINE CLIFF HOMEOWNERS'
 ASSOCIATION

STATE OF WASHINGTON)
)-ss
 COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that JERRY McNAIRY (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the President of FIRST ADDITION TO PINE CLIFF HOMEOWNERS' ASSOCIATION, an unincorporated association, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 6-11, 2003



 Notary Public in and for the state of Washington
 My appointment expires: 7-6-2003

