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PINEWOOD HILLS HOMEOWNERS ASSOCIATION
c/o Jeffrey R. Smith, Esq.
Lee & Hayes, PLLC
601 W. Riverside Ave, Suite 1400
Spokane, WA 99201

RECORDING COVER SHEET

Document Title: Amendment No. 5 to the Amended and Restated Declaration of Protective
Covenants, Conditions and Restrictions for Pinewood Hills 3rd Addition.

Reference Number(s) of Related Documents: 1094/1944 1134/1377 1216/582
9003050242; 9008210264; 9108200271;
9112170213; 9202180273
1247/1321 1263/1088

Grantor(s): Pinewood Hills Homeowners Association

Grantee(s): Pinewood Hills Homeowners Association

Legal Description(s): N/A

Unofficial Document

**AMENDMENT NO. 5 TO THE AMENDED AND RESTATED DECLARATION
ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PINWOOD HILLS**

Grantor: Pinewood Hills Homeowners Association

Grantee: Pinewood Hills Homeowners Association

This Amendment No. 5 ("Amendment No. 5") amends the Declaration Establishing Covenants, Conditions, and Restrictions for Pinewood Hills recorded March 5, 1990 as Spokane County, Washington Auditors File No. 9003050242; August 21, 1990 as Spokane County, Washington Auditors File No. 9008210264; August 20, 1991 as Spokane County, Washington Auditor's File No. 9108200271; December 17, 1991 as Spokane County, Washington Auditor's File No. 9112170213; February 18, 1992 as Spokane County, Washington Auditor's File No. 9202180273. (collectively the "Declaration").

The Declaration is amended as follows:

1. The **Preamble** is hereby **deleted** and **replaced** with the following:

Provisions contained and easements imposed in Declaration Establishing Covenants, Conditions, and Restrictions of Pinewood Hills, consisting of 76 lots, recorded _____ under the Spokane County, Washington Auditor's File No. _____ as follows:

2. **Section 4** is hereby **deleted** and **replaced** with the following:

No building shall be erected, placed altered, or construction commenced, on any lot in Pinewood Hills until a site plan, the building plans, specs, and lot plans showing the nature, kind, shape, height, materials and location of the building have been approved in writing as to conformity and harmony of external design and color with existing structures in the subdivision and as to location of the building with respect to topographical and finished ground elevation by the Architectural Committee. If written response is not received back from the Committee within two weeks, approval will not be required and covenants shall be deemed to have been fully complied with.

The Architectural Committee shall have the authority to establish Design Guidelines ("Design Guidelines" or "Guidelines") adopted for Pinewood Hills, and as amended from time to time shall be enforceable as though they were a part of this Restated Declaration and shall be binding on all Owners. It shall be the responsibility of each Owner to obtain and review a copy of the most recent set of Guidelines prior to constructing, modifying, or changing a structure as governed by this section.

3. **Section 5** is hereby **deleted** and **replaced** with the following:

The Architectural Committee will assist the Board of Directors, and work with homeowners, in reviewing and approving property improvements as required in this declaration and is to be composed of property owners from Pinewood Hills as designated by the Board of Directors. In the absence of a designated committee, the Board of Directors will act as the Architectural Committee. Nothing in this section should be understood to limit the Board of Directors involvement in reviewing and approving property improvements at the request of the Architectural Committee.

4. The following line is **added to Section 6**, and is noted as "a", thus causing the remaining lines to be re-designated as "b" through "k" :

a. The failure to notify and submit plans to the architectural committee.

5. **Section 8 is deleted** in its entirety, with **no replacement** (NOTE: this will create a renumbering of items listed below the now deleted number 8):

8. The project consists of the underlying property with the residential dwelling and all other improvements and systems located or to be located thereon, regardless of the ownership thereof.

6. **Section 12 is deleted and replaced** with the following:

Each owner shall keep all lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the proper maintenance of septic systems. All buildings, exteriors, roofs, decks, fencing, outbuildings will be maintained, painted, and repaired all in a manner and with such frequency as is consistent with good property management and in keeping with the harmonious nature of the existing structures.

7. The following paragraph is **added to Section 13**, and is noted as "13 (a)":

13. a. Residential Leases and Rent. Notwithstanding the provisions outlined in Section 13 below, an Association Member may lease or rent their property, in accordance with the Washington State Landlord Tenant Act, RCW 59.18, et seq., with the understanding that all aspects of this Declaration are in full force and the Association Member remains responsible for compliance with all aspects of this Declaration, including payment for any violations of this Declaration, which may or may not occur due to the actions of the renter or lessee. A copy of this Declaration with Amendments will be provided to any renter or lessee and any property or rental management company involved with said transaction.

8. **Section 14 is deleted and replaced** with the following:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed 2-1/2 stories in height with attached garage of not less than 3 cars.

Metal buildings or metal structures of any kind are prohibited. Mobile homes, pre-fabricated homes, log homes and earth bermed homes are also prohibited.

Carports, or fabric covered structures are not allowed. Each residence shall be required to construct a concrete or asphalt driveway to run continuously from the street to the garage.

Detached structures

One additional garage or shop shall be allowed for the purposes of housing a motor home, RV, boat, camper and any other recreational or home maintenance equipment that the homeowner may own. The color, siding, roofing and design, of the building shall be in total harmony with the home and be approved by the Architectural Committee. Further, any and all exterior structures, regardless of size, shape, and /or intended use, and regardless of county building code requirements, must be approved by the architectural control committee.

T-111 siding will be allowed on sheds up to 120 square feet in size, but must be painted and roofed to match the house.

The maximum construction time allowed for any new structure covered in this section, shall be no longer than twelve (12) months.

9. Section 16 is **deleted** and **replaced** with the following:

No structures of a temporary character, trailer, basement, tent, fabric covered structures, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently except that tents may be used by owner or his or her family in "camping out".

10. Section 22 is **deleted** and **replaced** with the following:

No animal, livestock or poultry of any kind may be raised, bred or kept on any lot. However, cats, dogs, birds or other household pets may be kept in any lawful manner if they are not kept, bred or maintained for any commercial purpose. All animals not restricted shall be sheltered, kept and fenced to the rear of the home. All county requirements must be met with regard to household pets such as leash laws, barking, etc.

11. Section 27 is **deleted** and **replaced** with the following:

No fence shall be erected at a height exceeding six (6) feet above ground. Fences shall be well constructed of suitable fencing materials, and shall be artistic in design and in harmony with the color scheme of the house. Said fence shall not detract from the appearance of the dwelling home located on the adjacent lots or in the opinion of the Architectural Committee be offensive to the owner or occupants thereof and shall be approved in writing prior to construction by the Architectural Committee. Chain Link or other wire fencing shall not be allowed. Fences constructed of wood, vinyl, iron, stone, and brick will be allowed. All trees and natural growth shall remain in place, other than such clearing is deemed necessary for structures, roadways and landscaping. No fencing of any kind shall be allowed within the Bonneville Power administration easement that lies east of McKinnon Drive, without written approval from Bonneville Power Administration.

Special application for dog runs, kennels, swimming pools, etc., will be evaluated by the Architectural Committee on a case by case basis.

12. Section 28 is **deleted** and **replaced** with the following:

New or remodeled homes shall conform to:

Rancher or 1 level -	2,000 sf minimum (not including basement)
1.5 or 2 story -	2,300 sf minimum (not including basement)
Multi-level -	1,700 sf minimum on upper 2 levels

13. Section 29 is **deleted** and **replaced** with the following:

All structures shall use roofing and siding as approved by the Architectural Committee. Roll-form metal roofing, T-111 and roll-form metal siding are prohibited. Lap siding, vinyl of at least .044 thickness, fiber/cement board (i.e., hardy plank), and horizontal metal type siding will be generally allowed, pending Architectural Committee's approval. All house colors and choices of roofing shall be approved by the Architectural Committee before installation. Other "accent" material will be evaluated on a case by case basis by the Architectural Committee.

14. The following paragraph is **added to Section 30 (G) (3)**, and is noted as "30 (G) (3) (c)":

30(G)(3)(c). Limited Assessment Variances. The Architectural Committee or Association Board may authorize variance from compliance with any of the architectural provisions of this Restated Declaration or any supplemental declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may be required, provided the request from the Association Member is in writing. Such variances must be evidenced in writing, must be signed by a majority of the members of the Architectural Committee or Association Board, and shall be effective upon the date stated in such variance. If any variances are granted, no violation of the Covenants, Conditions, or Restrictions contained in this Restated Declaration or any supplemental declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.

15. **Section 30 (J) is deleted and replaced** with the following:

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. 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. The Association and Members of the Association agree that any claim or dispute between them, with the exception of a cause of action for collection of a lien, shall be determined by either Mediation or Binding Arbitration. The Association and Members of the Association acknowledge and understand that by using alternative dispute resolution such as Mediation or Binding Arbitration to resolve disputes they give up any right to have a judge or jury trial.

16. **Section 30 (L) is deleted and replaced** with the following:

The covenants and restrictions of this Declaration shall run with and bind the land, and shall automatically extend for successive periods of ten (10) years, unless otherwise amended. This Declaration may be amended by a vote of greater than fifty percent (50%) of the Association Members. Voting for amendment of this Declaration shall occur at a Special Meeting as designated elsewhere in this Declaration, and shall be allowed by proxy via mail or hand delivery. No such waiver, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington.

17. **Section 30(Q) is added**, stating:

All terms and words used in this Declaration shall be understood by their ordinary meaning. If any word or term is not understood or if clarification is needed or required by a member, the Association Board, or Architectural Committee, then the definition as described by a well known and accepted dictionary such as Webster's or The Oxford English Dictionary shall be used and relied upon to determine the intended meaning.

[Signatures on next page]

WE THE UNDERSIGNED certify and attest that we were the below mentioned officers at the time of the vote on this Amendment, and that this Amendment to this Restated Declaration of Protective Covenants, Conditions, and Restrictions for Pinewood Hills has been approved by the vote in person or by proxy of Association Members of at least 75% of Association Members.

DATED THIS the 6th day of DECEMBER, 2011

PINEWOOD HILLS HOMEOWNERS ASSOCIATION

By: Thomas J. Vednick
Its President

PINEWOOD HILLS HOMEOWNERS ASSOCIATION

By: Lugh A. Drinkard
Its Secretary

STATE OF WASHINGTON)
) : ss
COUNTY OF SPOKANE)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Thomas Vednick & Lugh Drinkard who stated that Thomas Vednick is the President of the Pinewood Hills Homeowners Association, and acknowledged said instrument as the free and voluntary act and deed of PINWOOD HILLS HOMEOWNERS ASSOCIATION for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of December, 2011.



Geri A. Paul
NOTARY PUBLIC in and for the
State of WASHINGTON
Residing at Spokane WA
My Commission expires: 11/1/15