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REQUEST OF *Steve Smart*
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WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.

Willie Dean
09201 *14/01*

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
LOTS 1 THROUGH 15, BLOCK 1
LOTS 1 THROUGH 2, BLOCK 2
SOUTHWOOD PINES ESTATES**

WHEREAS, DWIGHT H. DAMON and KAREN K. DAMON, husband and wife and STEPHEN B. SMART, a married man as his sole and separate property, d/b/a SMART ENTERPRISES, collectively hereinafter referred to as "Declarant" are the developer of certain real property situated in the County of Spokane, State of Washington, known as Lots 1 through 15, Block 1, and Lots 1 through 2, Block 2, SOUTHWOOD PINES ESTATES.

WHEREAS, SOUTHWOOD PINES ESTATES is a duly recorded plat and it is the desire of Declarant to declare of public record certain Protective Covenants, Conditions, Restrictions and Reservations of Easements be thereby impressed upon the ownership of said land.

The following Protective Covenants shall run with said land, and do hereby bind said Declarant and all of its future grantees, assignees and successors to said Covenants for the term hereinafter stated and as follows:

1. INITIAL DEVELOPMENT

The are covered by these Covenants is the entire area described above, and is subject to all provisions as described herein.

2. LAND USE AND BUILDING TYPE

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 single family dwellings not to exceed two stories in height (2) and an attached private garage for not more than three (3) cars. Provided However, homes built on lots _____ and _____, Block _____ shall not exceed one and one-half (1/2) stories in height above grade level closest to the street on which it fronts. Where there is a condition that the terrain and/or shape of the lot is such that a detached garage is more accessible than an

attached two (2) car garage; and by adding said detached garage the residence is architecturally desirable and functional, then said detached garage shall be allowed, provided such garage is situated to conform with Spokane County rear and side-yard set-back requirements and subject to the approval of the Architectural Control Committee. In any event, the original dwelling must include at least a two (2) car garage, attached, built-in or detached and measuring at least twenty-two (22) feet in width, and with fully paved driveways to the street. Roofs shall be cedar or manufactured shakes, or tile. However, patio roofs need only to be compatible with the general design of the dwelling.

3. DWELLING SIZE

No dwelling shall be permitted with less than the following square feet of living area on any one lot:

- a. The foundation area of the main structure, (plus overhang of living area above) shall be not less than 1500 square feet for a one story dwelling, a split-entry dwelling and a split-level dwelling.
- b. The foundation area of a full two (2) story dwelling shall be not less 1200 square feet on the main floor plus 900 square feet on the second floor, provided that this style of dwelling having less than 1200 square feet on the main floor must be constructed to include a two (2) car garage, attached to, and alongside, driveway.
- c. The dwelling sizes listed herein are minimum, contingent upon the economy, the availability of home financing, and building costs at the time of construction. Each dwelling plan shall be approved or rejected at the sole discretion of the Architectural Control Committee, which may require a greater square footage than so stated herein, but in no event may allow less than the minimum requirements stated herein, except on Lots 1 and 2 of Block 2, which may receive variances from these standards due to lot steepness and grade, if plans submitted are otherwise satisfactory to the Committee.

4. EXTERIOR FINISH

The exterior of all construction on any lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and the general theme of SOUTHWOOD PINES ESTATES. Exterior trim, fences, floors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

5. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In any event, no building or structure of any kind shall be erected on any lot that will result in a violation of County of Spokane setback requirements.

6. CONDITIONS OF CONSTRUCTION

No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to amount of floor area, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

7. COMPLETION TIME OF CONSTRUCTION

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted. The owner of each new home shall landscape front and side yards within six (6) months of closing of said new home. Landscaping shall be in a manner consistent with the rest of SOUTHWOOD PINES ESTATES and approved by Steve Smart, Landscape Architect.

8. TEMPORARY STRUCTURES

Other than the above exceptions, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water in drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10. FENCES, WALLS, AND HEDGES

No fence, wall, hedge or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at back of said retaining wall; provided however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. Fences shall be constructed so as the fence posts and connecting framework of fence shall be on the inside of the lot of the homeowner who constructs the fence, unless the fence is so designed so as the posts and/or framework are of a decorative nature to cause the exterior side to be of equal or greater beauty than the side of the fence facing the inside of the lot of the homeowner who constructs the fence. All fences must be approved through the Architectural Control Committee prior to start of construction. Cyclone fences may be used in rear yards only and must be brown anodized color.

11. SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge or shrub planting except for natural terrain of land which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The sight line limitations shall apply on any

lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

14. GARBAGE AND REFUSE DISPOSAL SERVICE ACTIVITIES AND ANTENNAS, SATELLITE DISHES

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and out of sight from the street except then placed at curb on day of garbage pick-up. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

Television antennas shall not be permitted that needlessly exceed a height essential for good reception in SOUTHWOOD PINES ESTATES. "Tower" type antennas used by "ham" radio operators shall not be permitted except through specific permission of the Architectural Control Committee. This includes CB antennas. Satellite dishes shall not be allowed.

15. PARKING OF BOATS, TRAILERS, ETC.

Parking of boats, trailers, trucks, truck-campers and like equipment shall not be allowed in the front yard or driveway of any lot, nor on the public street adjacent thereto; but must be parked within the confines of an enclosed garage, storage port, or, if outside, in no event project beyond the front walls of any dwelling or garage, or if any of the above referred to vehicles are parked in the rear of a corner lot, they shall not project beyond the side walls of any dwelling or garage adjoining the side street.

No homeowner of any lot shall permit any vehicle owned by him or any member of his family or by any acquaintance which is in

an extreme state of disrepair to be abandoned or to remain parked upon his lot or upon any street within SOUTHWOOD PINES ESTATES for a period in excess of forty-eight (48) hours. A vehicles shall be deemed to be in an extreme state of disrepair when, in the opinion of the Architectural Control Committee, its presence offends the reasonable sensibilities of the occupants of SOUTHWOOD PINES ESTATES. The Committee may grant exceptions to any provision of this section for periods of not more than fourteen (14) days when required by a lot owner, which exception may not be renewed.

16. SIGNS

No signs shall be erected on any lot except than not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding six (6) square feet, may be temporarily displayed on any lot. this restriction shall not prohibit the temporary placement of "political" signed on any lot by the owner, or the placement or promotion, identification and directions signed by the Declarant, which must comply with the County of Spokane Sign Ordinances.

17. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of:

Stephen B. Smart

Dwight H. Damon

Ron H. Gerard/Gary Gerard (acting together)

The Architectural Control Committee shall consist of as many persons, not less than three, as Declarant may from time to time appoint, however, the appointed members shall have an equal vote in carrying out the performance of these Covenants. Any two members of the Committee shall have power to act on behalf of the Committee, without the necessity of meeting and without the necessity of consulting the remaining members of the Committee. In the event that any lots are sold to parties or entities other than Gerard Construction, Inc. or Gary Gerard Construction, Inc., Declarants may replace Ron H. Gerard and Gary Gerard on the Committee for aspects concerning said lots.

Declarant may remove any appointed member of the Committee from office at any time and may appoint new or additional members at any time. Neither the Declarant members of the Committee nor any designated member or members shall be entitled to any compensation for services performed pursuant to this Covenant. Declarant shall keep on file at West 1618 Dean, Spokane Washington, a list of names and addresses of members of the Committee. The powers and duties of the

Committee shall cease one year, or prior, at the sole discretion of Declarant after completion of construction of all single family dwellings and the sale of said dwellings to the initial owner/occupant on all the building sites within SOUTHWOOD PINES ESTATES and properties subsequently annexed thereto. At such time that powers of the Committee are relinquished by Declarant, the then record owners of the lots within SOUTHWOOD PINES ESTATES shall have the power through a duly recorded written instrument to elect their own representatives to the Committee to enforce its powers and perform its duties.

18. METHOD OF APPROVAL

The Committee's approval or disapproval as required in these Covenants shall be in writing. All plans and specifications for approval of the Architectural Control Committee must be submitted to a member at West 1618 Dean, Spokane, Washington at least thirty (30) days prior to the proposed construction. In the event the Committee or its designated representatives fails to approve or disapprove within said thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

19. LIABILITY

Neither the Committee nor any member thereof shall be liable to any owner, occupant, builder or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof.

20. TERMS

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

21. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages. In the event that the Declarant or its

representatives or assigns shall bring any suit or action to enforce these Covenants, the prevailing party shall be entitled to recover all costs and expenses accrued by it in connection with such suit or action, including, but not limited to such amount as the court may determine to be reasonable as attorney fees at trial and upon any appeal thereof.

22. SEVERABILITY

Invalidation of any one of these Covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 26th day of May, 1992.

SMART ENTERPRISES

BY: Stephen B. Smart
STEPHEN B. SMART, Declarant

BY: Dwight H. Damon
DWIGHT H. DAMON

BY: Karen K. Damon
KAREN K. DAMON

STATE OF WASHINGTON)
County of Spokane) ss.

On this day personally appeared before me DWIGHT H. DAMON, KAREN K. DAMON and STEPHEN B. SMART to be known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of May, 1992.

Barthel D. Madigan
Notary Public in and for the State of Washington, residing in Spokane.
My Commission Expires: 2-1-94

Smart.ccr/dm