

FILED OR RECORDED
REQUEST #

9512040207

**DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
IDAHO PINES ESTATES**

DEC 4 11 04 AM '95
FIRST AMERICAN TITLE
WILLIAM E. DONAHUE
REGISTRAR
SPOKANE COUNTY WASH.
DEPUTY

KNOWN ALL MEN BY THESE PRESENTS, that Michael & Karen Schmitz (hereinafter referred to as "Developer"), are the owners of the following described real property in Spokane County, Washington, which the Developer intends to develop into a residential subdivision known as **IDAHO PINES ESTATES**.

SEE ATTACHED EXHIBIT "A"

It is the intent and purpose that these Protective Covenants, Conditions and Restrictions ("Protective Covenants") shall apply to the above referenced real property (hereinafter referred to as "**IDAHO PINES ESTATES**" or the "Project"), upon recording hereof. Additional property may be annexed to and placed under the effect of these Protective Covenants by the Developer upon recording a Declaration of Annexation to that effect. Furthermore Developer reserves the right and has the option to exempt Lot 4 from these Protective Covenants, Conditions and Restrictions.

DECLARATION

The Developer hereby declares and imposes the following protective covenants, conditions and restrictions on the real property known as **IDAHO PINES ESTATES**, legally described on Exhibit "A" attached hereto and incorporated herein by this reference, and the uses to which said property may be put, said declaration constituting covenants, conditions and restrictions that run with all of said land and are binding upon all persons now or hereafter owning or claiming or having any interest in said land and being for the benefit of, and as limitations upon, all present and future owners of said property, this declaration of covenants, conditions and restrictions ("Declaration") being for the purpose of keeping said property desirable, uniform and suitable for the uses and purposes indicated herein.

Each purchaser shall receive from the Developer fee or equitable title to an individual lot (with the right and obligation to construct a dwelling thereon.)

The Developer hereby declares that the property subject hereto shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following covenants, conditions and restrictions all of which are for the purpose of enhancing and protecting the value and attractiveness of said property and **IDAHO PINES ESTATES**. All of the covenants, conditions and restrictions shall run with the land and shall be perpetually binding upon all of the parties, their successors in interest and assigns.

Section 1. Sewer and Water

A) Septic System. Each lot in **IDAHO PINES ESTATES** shall be serviced by its own individual on-site septic system until such time as public sewer is available, if ever. If public sewer ever becomes available, each lot owner, at that time, will be subject to all rules and regulations now or subsequently imposed by Spokane County regarding its sewer system. If sewer is approved for this area, each owner shall disconnect and disable his or her septic system according to state and county regulations and hook up to the county sewer system, and thereafter pay to Spokane County all charges allocated to his or her lot for operation and maintenance of the sewage system.

B) Water System. A public water system, as approved by county and state health authorities and the local fire district and purveyor, will be installed within the project. Developer will make available domestic water service as well as fire protection to each lot.

Section 2. Private Common Roads. All roadways within the Project will be Private Common Roads. Each lot owner is hereby granted a permanent non-exclusive easement to use said private roadways for ingress, egress and utilities, as shown on the recorded plat or map of the Project, a copy of which is attached hereto. Spokane County will not construct, maintain, repair or replace any of the private roadways within the Project. Each lot owner (except owners of Lot 1 & 4) within the Project will be responsible for paying that lot's prorata share, based on the total number of lots, of all costs of maintenance, repair and improvement to the roadways within the Project. These costs shall be allocated and decided upon according to the provisions of Section 5 herein.

Section 3. Use Restrictions

A) Use of Individual Lots. No lot or dwelling shall be constructed, occupied or used except for new, site constructed or approved manufactured or modular single family residences, with a minimum of two car attached or

11626-56

✓

detached garage, of not less than 1,000 square feet of finished living space in size above basement grade, (i.e., excluding any basement areas, garages, patios, decks, etc.) , by the owners, their tenants, and social guests; and no trade, business, profession, commercial or manufacturing enterprise or activity (other than home occupation) shall be conducted therein. As used in this paragraph, the term "home occupation" shall mean only an occupation, profession or craft, carried on within a dwelling by the owner, which activity does not change the residential character of the term, as may be further defined by Spokane County Regulations.

Provided, however, nothing in this Section shall prevent the Developer or a Builder from using a residence within the development to conduct business and sell lots or homes, on a temporary basis only, until the last lot or house is sold.

All of the provisions set forth above in this Section 3 (A) shall be subject to any existing or future restrictions validly imposed by Spokane County or the State of Washington that may, in any way, further restrict the Lot owner's rights to use said Lots. All such County or State restrictions shall prevail over the provisions herein.

B) Nuisances. No noxious, illegal or offensive activities shall be carried on in any lot or dwelling, or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the owners of his respective lot, or which shall in any way increase any rate of insurance for any owner within the Project, or cause any insurance policy to be canceled, or cause a refusal to renew the same or otherwise conflict with the spirit of this Declaration in establishing a peaceful, residential community within the Project.

C) Vehicle and Equipment Restrictions. No more than one of the following vehicles or equipment, whether personal or recreational, shall be allowed on each lot in the Project, and the same must be parked behind the front edge of the dwelling built and ten feet from the side lot line of any lot: travel trailer, camper, motor home, recreational vehicle, boat and trailer, commercial vehicle, horse trailer, tractor, bus, or truck (except for purposes of loading and unloading of passengers or personal property.) No inoperable automobile, and no vehicle or equipment which is in an extreme state of disrepair, shall be permitted to remain upon any lot, private or dedicated roadway or street, or other area within the Project, other than temporarily for emergency repairs, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be reasonably unobtrusive and inoffensive. No noisy or smoky vehicle shall be operated on the Project. No off road unlicensed motor vehicle shall be maintained or operated within the Project, except as reasonably necessary to the execution and the rights and duties of the declarant under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business whenever conducted, shall be kept parked, stored, dismantled, or repaired outdoors on any lot, or any dedicated street within the Project.

No vehicles may be kept or parked on a permanent basis on any of the common access streets within the Project.

D) Signs. No signs shall be displayed to the public view on any lots or on any portion of the Project. "For Sale" or "For Rent" signs shall be allowed, provided they do not exceed five (5) square feet in size.

E) Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any lot or in any dwelling or structure, or on any portion of the Project for personal or commercial purposes, except as allowed by the laws and ordinances of Washington State and Spokane County. All such animals, livestock, poultry and birds shall be kept under reasonable control at all times so as not to create a nuisance to others.

F) Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from each lot at each owner's expense, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view from the common access streets.

G) Right to Lease. Except for a dwelling in possession of a lender following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, the respective dwellings shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the dwelling are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the owners of the respective lots shall have the absolute right to rent out the dwellings (but not less than an entire dwelling) provided that the rental agreement is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with these Protective Covenants shall constitute a default under the terms of such rental agreement.

H) Front Yard Landscaping. At the time construction of the exterior of each residence is completed, the front yards of each residence shall be landscaped by each owner in substantial conformity with those homes already built and landscaped.

Section 4. Construction Covenants and Restrictions.

A) **Alteration and/or Improvements to Property.** With the exception of work carried out to further the completion of the Project, no residence, building, fence, wall, obstruction, balcony, screen patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind, shall be commenced, erected, painted or maintained within the project, nor shall any alteration or improvement of any kind be made thereto until the plans of the same has been approved in writing by the Architectural Control Committee, described in Section 4.C and hereinafter referred to as the "Committee." Plans and specifications showing the nature, color, materials and location of such improvements or alterations, shall be submitted to the Developer or Committee for approval of the proposed construction. Further, no construction shall be commenced on any lot until the Developer or Committee shall have approved in writing the plans of the proposed construction item on the lot. No permission or approval shall be required to rebuild in accordance with the original approved plans, or to rebuild in accordance with plans previously approved by the Developer or Committee for that lot. In the event the the Committee fails to approve or disapprove within 30 days after plans have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

B) **Single Family.** No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling for single family occupancy only, with a private attached or detached two-car garage. Notwithstanding the foregoing, the owner of two adjacent lots may construct his dwelling across the line between his lots, or otherwise without regard for the setback requirements pertaining to that line (however, any such combination of lots shall not operate to reduce the owner's rights and obligations with respect to each separate lot as shown on the Subdivision map.)

C) **Roofs.** All roofs shall be constructed of asphalt composition of good quality, tile, metal (with baked enamel finish in an earth tone color) or comparable alternate product.

D) **Garages.** All dwellings shall have enclosed attached or detached garages of at least 20 feet by 22 feet in size.

E) **Mail Boxes, etc.** Mail boxes and newspaper receptacles shall be placed as required by the U. S. Postal Service.

F) **Accessory Buildings.** All accessory buildings shall be placed within the rear or interior side yard area of each lot and shall not be of a material inconsistent with the architecture, materials or color scheme of the dwelling on that lot.

G) **Antenna.** No radio, citizens band, or other communication antenna shall be erected upon any lot or dwelling except for standard television antennas and satellite dishes (if cable is not available) which are permitted as long as they are not unreasonably obtrusive and offensive.

H) **Temporary Structures.** No trailer, basement, tent, shack, garage, barn, camper, mobile home, or other outbuilding or any structure of a temporary character erected or placed on any lot shall at any time be used as a residence.

I) **Exterior Lighting.** All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting, provided however, reasonable exterior lighting of barns, corrals, etc., for security purposes, shall be permitted.

J) **Completion Time.** Any dwelling or other structure erected or placed on any lot shall be completed as to external appearance, including finished painting and front and side yard landscaping pursuant to plans and specifications, all within twelve months from the date of commencement of construction. The owner of each lot shall, as soon as reasonably possible after occupying the dwelling, buy not to exceed three years, continue landscaping rear yard areas, in substantial conformity with other lots within the Project.

K) **Natural Gas.** Each owner and builder within the Project shall use natural gas as the primary energy source for heating and water heaters.

Section 5. Architectural Control Committee.

A) **Members.** The Developer shall appoint the members of the Committee. The initial members of the Committee and their addresses are as follows:

Michael Schmitz, 107 South Howard, Spokane, WA, 99204

B) Committee Approval. If the Architectural Control Committee reviews the plans chosen, the signatures of the above stated Committee members shall constitute approval by the Committee. Neither the Developer or the Committee, nor any of its members, shall be liable to any owner for any decision made by the Committee in good faith and in accordance with this Section 5. Any other violations and provisions of these Protective Covenants shall be up to the other lot owners to abate and enforce, respectively. Once all lots have been sold in the Project, or any time prior thereto, the Committee may turn its responsibility over to the lot owners. Each lot owner shall be entitled to one (1) vote per lot.

Section 6. Meeting of Lot Owners. The owners of lots (except lots 1 & 4) within the Project shall meet at least once each year to discuss and decide upon maintenance, repair and improvements to be made to the private roadways within the Project. The meeting shall be as soon as is reasonably possible after January 1 of each year. Any lot owner in the Project may call that meeting by mailing certified mail, return receipt requested notices to all lot owners, or by personally serving such written notice upon any such owners. Mailing or service shall be completed at least thirty (30) days prior to the scheduled date of the meeting. Additional meetings may be called that year upon the owners of a minimum of one-half (50%) of all lots signing the notice of meeting and specifying the purpose thereof in the notice. At the first meeting validly called for any calendar year at which the owners of at least one-half (50%) of all lots are present or represented by written and notarized proxy, the budget shall be discussed and approved for the maintenance, repair and improvement of the private roadways within the Project for that calendar year. Agreement by owners of seventy-five percent (75%) of those lots represented at the meeting shall be sufficient to approve the budget and a budget manager for the year for maintenance (including snow removal and re-graveling), repair and improvement of the private roadways, provided however, to approve paving of the roadways shall require approving vote of at least eighty per cent (80%) of the owners of all lots within the Project. Unless otherwise approved at the meeting, once a budget is validly approved, the owners of each lot within the project shall pay their prorata share, based on the total number of lots within the Project, of the budget for the year to the budget manager for that year within thirty (30) days of notice thereof being given by the budget manager in the manner prescribed above for giving of notices of meetings. If a lot owner does not pay his or her prorata share as required, the budget manager for that year may cause to be filed of record in the Spokane County Auditor's Office a lien for the amount unpaid. Such lien shall be foreclosable as a mortgage under the laws of the State of Washington for the unpaid amount plus the reasonable costs and legal fees incurred.

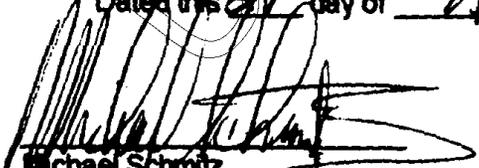
Section 7. General Provisions.

A) Termination of Any Responsibility of Developer. In the event the undersigned shall convey all of its right, title and interest in and to the property or the Project to any partnership, individual or individuals, corporation or corporations, then and in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder; provided that, in order for the undersigned to be so relieved of liability, such transferee shall expressly assume all duties and obligations of the undersigned and shall be approved by any lending institution of the undersigned, holding a mortgage or deed of trust on all or any portion of the property within the Project.

B) Amendment. Until the time that a residential structure has been constructed and received a Certificate of Occupancy from the appropriate governmental agency, on every lot within IDAHO PINES ESTATES, the Developer reserves the right to amend this Declaration by filing an amendment hereto; provided, however, that no such amendment shall affect any structures within the Project which have already been reviewed and received approval from the Developer or the Committee.

C) Enforcement. The Developer and/or the owner of any lot within IDAHO PINES ESTATES, and/or any lender of the same, may take action to enforce the rights, reservations and restrictions set forth herein. Such action may be at law or in equity. Any action for monetary damages that results in a judgment may be foreclosed in the same manner in which a mortgage lien is foreclosed under the laws of the State of Washington.

Dated this 29th day of Nov, 1995


Michael Schmitz


Karen Schmitz