

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:



*Brock, Carpenter, McGuire & DeWulf, P.S.*  
*Attn: Corey F. Brock, esquire*  
*111 South Post Street, Suite 2280*  
*Spokane, WA 99201*

---

Grantor:	Community Frameworks
Grantee:	The Public
County Plat Number:	PW-1975-06
Abbreviated Legal:	PTN S 1/2 NW 1/4 NW 1/4 S 08, T 24 N, R 42 E.W.M. & PTN NW 1/4 NW 1/4 S 08, T 24 N, R 42 E.W.M.
Parcel No:	24082.9066 & 24082.9059

---

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS FOR  
TAKODA PARK WEST HOMEOWNERS ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS is made this 4<sup>th</sup> day of October 2010, by Community Frameworks, a Washington non profit corporation ("Declarant").

**RECITALS**

- A. Declarant owns all of that certain real property located in Spokane County, Washington, the perimeter of which is legally described in Exhibit "A," and platted as Takoda Park West subdivision ("Takoda Park West") in the plat records of Spokane County, Washington under Auditor's file number \_\_\_\_\_.
- B. Takoda Park West is a development consisting of residential lots, plus common areas, located in Spokane County, Washington.

**ARTICLE 1  
DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "**Assessments**" mean all assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with this Declaration, the Bylaws of the Association, or the provisions of any governing laws, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Individual Assessments as described in this Declaration.

1.2 "**Association**" means the nonprofit corporation to be formed to serve as an Owners' association as provided in this Declaration, and the Association's successors and assigns.

1.3 "**Board of Directors**" or "**Board**" means the initial directors named in the Articles of Incorporation of the Association or any subsequent directors elected by the Owners of the Association in the manner provided in the Association's Bylaws.

1.4 "**CC&R's**" means this Declaration of Covenants, Conditions, and Restrictions for Takoda Park West, and any amendments thereto.

1.5 "**Common Areas**" means those lots or tracts designated as such on any plat of the Property or in Section 3.1 and 3.4 of this Declaration or any declaration annexing Additional Property to the Property, including any improvements thereon.

1.6 "**Declarant**" means Community Frameworks, a Washington Corporation, and its successors and assigns.

1.7 "**Declaration**" means this Declaration of Covenants, Conditions, and Restrictions for Takoda Park West, and any amendments thereto.

1.8 "**Governing Documents**" means this Declaration, together with the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, as amended from time to time.

1.9 "**Lot**" means a numerically designated and platted lot within the Property (including the Improvements located on such Lot), with the exception of the Common Areas and any tract marked on the plat as being dedicated to a public body.

1.10 "**Member**" means an Owner having the right to participate in the Association.

1.11 “**Mortgage**” means a mortgage or deed of trust; “**Mortgagee**” means a mortgagee or a beneficiary of a deed of trust; “**Mortgagor**” means a mortgagor or a grantor of a deed of trust.

1.12 “**Owner**” means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a contract vendor or other person holding only a security interest in a Lot. The rights, obligations, and other status of being an Owner commences upon acquisition of the ownership of a Lot and terminates upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.13 “**Property**” means the Property described in Section 2.1 below.

1.14 “**Rules and Regulations**” means those policies, procedures, rules, and regulations adopted by the Association pursuant to the authority granted in this Declaration or the Association’s Bylaws, as the same may be amended from time to time.

1.15 “**Sold**” means that legal title has been conveyed or that a contract of sale has been executed under which the purchaser has obtained the right to possession.

1.16 “**This Declaration**” means all of the easements, covenants, restrictions, and charges set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.17 “**Improvement**” means a building or a portion of a building located upon a Lot within the Property and designated for separate occupancy as a dwelling, together with any garage, deck, patio, or other improvement.

## ARTICLE 2 PROPERTY SUBJECT TO THESE COVENANTS

2.1 Property. Declarant hereby declares that all the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration:

The drainage easements, lots, common areas and tracts are subject to the separate Drainage Declaration of Covenant as recorded December 19, 2006 under Auditors Document No. 5474608 that by reference is made a part herof.

All certain real property located in the unincorporated area of Spokane County, Washington, contained in that certain plat entitled Takoda Park West filed in the records of Spokane County, Washington, under Auditor’s file number \_\_\_\_\_.

The perimeter of the property is legally described in Exhibit "A." The Plat is attached as Exhibit "B."

**ARTICLE 3**  
**PROPERTY RIGHTS IN COMMON AREAS**

3.1 Designation of Common Areas. The Pond is named Pond 1, as shown on the Plat in Exhibit "B"; and legally described in Exhibit "A". The Pond shall be a Common Area for purposes of this Declaration.

(a) Owner's Easements of Enjoyment. Subject to the provisions of this Article, every Owner and Owner's invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot.

3.2 Title to the Common Areas. Title to the Common Areas shall be conveyed to the Association by Declarant no later than the turnover meeting referred to in Section 6.6 below.

3.3 Extent of Owners' Rights. The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:

(a) Easements. Declarant grants to the Association for the benefit of the Association and all Owners of Lots within the Property the following easements over, under, and upon the Common Areas:

(i) An easement on all Common Areas for underground installation and maintenance of power, gas, electric, water, stormwater quality and quantity control facilities and other utility and communication lines and services installed by Declarant or with the approval of the Board of Directors of the Association and any such easement shown on any plat of the Property.

(ii) An easement over all private roadways, if any, for vehicular access within the Property.

(iii) An easement for construction, maintenance, repair and use of Common Areas, including common facilities thereon.

The Common Areas shall be subject to public and private utility easements for the installation and maintenance of sanitary sewers, waterlines, surface water management, storm drainage, and access over their entirety. In addition, Declarant or the Association may (and to the extent required by law, shall) grant or assign easements on all Common Areas to governmental bodies or other utilities performing utility services and to

communications companies, and may grant free access over the Common Areas to police, fire, and other public officials and to employees of utility companies and communication companies serving the Property. No temporary or permanent structures, block or rock walls or above or below ground pools may be placed within any public easement without the prior written approval of Spokane County.

(b.) Use of the Common Areas. The Common Areas shall not be partitioned or otherwise divided into parcels for residential use. Except as otherwise provided in this Declaration, the Common Areas shall be reserved for the use and enjoyment of all Owners subject to the Rules and Regulations and no private use may be made of the Common Areas. The Common Areas and facilities thereon shall be used for the purposes for which the same are reasonably intended, and their use, operation, and maintenance shall not be obstructed, damaged, or unreasonably interfered with by any Owner. Nothing herein shall prevent the placing of a sign or signs upon the Common Areas identifying Takoda Park West or identifying items of interest, including directional signs, provided such signs comply with any applicable sign ordinances. The Board of Directors of the Association shall have the authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings. The Association, upon approval in writing of at least 75% of the Class A Association voting rights and the Class B member, if any, and if approved by order or resolution may dedicate or convey any portion of the Common Areas to a governmental body.

3.4 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, Owner's right of enjoyment to the Common Areas to the members of Owner's family, tenants, or contract purchasers who reside on the Property, whose use of the Common Areas shall be subject to this Declaration and the Rules and Regulations.

3.5 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under, and across the Common Areas in order to carry out sales and rental activities necessary or convenient for the sale or rental of Lots, including, without limitation, use of one of the Lots as a sales office. In addition, Declarant for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or Owner's family, tenants, employees, guests, or invitees.

**ARTICLE 4  
PROPERTY RIGHTS IN LOTS**

4.1 Use and Occupancy. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and each Owner and the Declarant shall comply with the restrictions contained in Article 5 below and all other provisions of this Declaration for the mutual benefit of all Owners.

4.2 Easements Reserved. In addition to any utility and drainage easements shown on the recorded plat, Declarant hereby reserves the following easements for the benefit of Declarant, the Association, and Owners, as applicable:

(a) Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing the maintenance and determining whether or not the Lot is then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

(b) Utilities. Each Lot shall be subject to an easement under and across that portion of the Lot not occupied by Improvements for installation, maintenance and use of power, gas, electric, water and other utility, and communication lines and services and for meters measuring such services.

**ARTICLE 5  
RESTRICTIONS ON USE**

5.1 Residential Use. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any Lot. The mere parking on a Lot for a vehicle bearing the name for a business shall not, in itself, constitute a violation of this provision. Nothing in this section shall be deemed to prohibit (a) activities relating to the rental or sale of Lots, (b) the right of Declarant to construct Improvements on any Lot, to store construction materials and equipment on any Lot in the normal course of construction, and to use any Lot for sales or rental office or model home for purposes of sales or rental office or model home for purposes of sales or rental within the Property, and (c) the right of the Owner of a Lot to maintain Owner's professional personal library, keep Owner's personal business or professional records or accounts, handle Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers, on Owner's Lot by appointment only. The Board of Directors shall not approve commercial activities otherwise prohibited by this section unless the Board of Directors of the Association determines that only normal residential activities would be observable

outside of the Lot and that the activities would not be in violation of applicable law. The Owner of a Lot should seek the approval of the Association for any other uses not mentioned above, i.e., yard sales, garage sales, craft sales, or other items not so designated in this Section.

5.2 Mineral Exploration. No Lot should be used to explore for or to remove any water, oil, hydrocarbons, or minerals of any kind without the approval of the Board and only if permitted by local ordinances.

5.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on any Lot or Common Area nor shall anything be done or placed upon any Lot or Common Area which interferes with or jeopardizes the enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. Lot occupants shall exercise extreme care not to make noises that may disturb other Lot occupants. Except for snow removal equipment, no lawn mower, chain saw, or other loud noise generating device shall be operated between the hours of 8:00PM to 8:00AM. No unlawful use shall be made of the Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

5.4 Commercial Vehicles. Commercial vehicles with a gross vehicle weight in excess of 9,000 pounds shall not be parked on roads, in driveways or any other portion of the property or common areas, except for in a garage, behind a site obscuring fence, or for the purposes of temporary loading or unloading.

5.5 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot, or on the Common Area for a period in excess of 48 hours, unless kept within a garage. A vehicle shall be deemed to be in an "extreme state of disrepair" when, in the opinion of the Board of Directors of the Association, due to its appearance or continued inoperability its presence reasonably offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five days following the date on which notice is mailed to said Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner in addition to the Assessments made upon the Owner in accordance with this Declaration. Any vehicle parked in violation of this section can be towed or impounded as provided in Section 9.1(c) below.

5.6 Maintenance of Lots. All exterior building surfaces, landscaping, fences, and walls shall be maintained in a good condition and repair and yard shall be free of weeds, trash, and other debris.

5.7 Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be

temporarily displayed on any Lot, except that two such signs may be placed on a Lot during the course of initial construction of Improvements on such Lot. The restrictions contained in this section shall not prohibit the temporary placement of "political" signs on any Lot by the Owner, subject to reasonable regulations adopted by the Association relating to size and length of display.

5.8 Animals. No domestic or exotic animals, livestock, or poultry of any kind shall be raised, kept, or permitted within the Property or any part thereof. Not more than 3 domestic dogs, cats, or other household pets kept within a Lot and which are reasonably controlled so as not to be a nuisance. No such dogs, cats, or household pets shall be permitted to run at large nor shall be kept, bred, or raised for commercial purposes. Any inconvenience, damage, or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. An Owner or occupant may be required to remove a pet upon receipt of the third written notice from the Board of Directors of the Association of violations of any rule, regulation, or restriction governing pets within the Property.

5.9 Appearance. No part of any Lot or any part of the Common Areas shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash, garbage, or other wastes shall be kept in individual, sanitary containers or receptacles.

5.10 Antennas and Service Facilities. Exterior antennas and satellite receivers and transmission dishes are prohibited, except to the extent expressly mandated by rules adopted by the Federal Communication Commission. Specifically, ham radio antennas, satellite dishes one meter or larger, television antennas on masts 12 feet or higher, and multi-point distribution antennas more than one meter or on masts 12 feet or higher are prohibited. To the extent permitted by Federal Communication Commission rules, the Board of Directors may require all other antennas and dishes to be hidden from view from streets and adjoining dwellings. No outside clotheslines or similar service facilities may be installed without the approval of the Board of Directors of the Association.

5.11 Exterior Lighting or Noisemaking Devices. Except with the consent of the Board of Directors of the Association, and except for exterior lighting originally installed by the Declarant, no exterior lighting or noise-making devices shall be installed or maintained on any Lot. Owners shall not tamper with exterior lighting installed by the Declarant except to replace expended bulbs with similar new bulbs. Seasonal holiday lighting and decorations are permissible if consistent with any applicable Rules and Regulations and if removed within 30 days after the celebrated holiday.

5.12 Alterations. No structure, including without limitations, fences, may be installed on the Lots except structures installed by Declarant or the Association. All such structures shall conform to the Rules and Regulations adopted by the Board, as may be amended from time to time, and such Rules and Regulations shall be incorporated herein by this reference and fully enforceable as a covenant running with the land.

5.13 Insurance. Nothing shall be done or kept in any Lot or Common Area that will increase the cost of insurance on the Common Areas. No Owner shall permit anything to be done or kept on the Owner's Lot or in the Common Areas which will result in cancellation of insurance on any Lot or any part of the Common Areas.

5.14 Leasing and Rental of Lots. No Owner may lease or rent Owner's Lot for a period of less than 30 days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or the Rules and Regulations, the Board may require the Owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent the Owner's Lot.

5.15 Rules and Regulations. In addition, the Association from time to time may adopt, modify, or revoke such Rules and Regulations governing the conduct of persons and the operation and use of the Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be furnished by the Association Board of Directors to each Owner. The Rules and Regulations may be adopted by the Board of Directors of the Association, except as may be otherwise provided in the Bylaws of the Association.

## ARTICLE 6 ASSOCIATION

6.1 Formation. Declarant shall form and organize an association of all of the Owners within the Property. Such Association, its successors and assigns, shall be organized under the name "**Takoda Park West Homeowners Association**" or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in the Articles of Incorporation and Bylaws for said Association for the benefit of the Property and all Owners thereof.

6.2 Organization. Before the first Lot is conveyed to an Owner, Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, the assets of the Association shall be dedicated to a public body, or all of the property, powers, and obligations of the incorporated association existing thereupon shall automatically vest in

a successor unincorporated nonprofit association. Such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor, unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

6.3 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be as member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.4 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of when all of the Lots in Takoda Park West have been sold and conveyed to Owners other than a successor Declarant; or at such earlier time as Declarant may elect to terminate such special voting rights.

6.5 Powers and Obligations. The Association shall have, exercise, and perform all of the following powers, duties, and obligations contained in the Governing Documents. The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in the Governing Documents made in accordance with the provisions of such instruments and with the nonprofit corporation laws of the State of Washington.

6.6 Interim Board; Turnover Meeting. Declarant shall have the right to name an interim board of no more than three directors, who shall be named in the Association's Articles of Incorporations. Said directors shall serve as the Board of Directors of the Association until replaced by Declarant or their successors have been elected by the Owners at the turnover meeting described in this section. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than 90 days after termination of the Class B membership as provided in Section 6.4(b) above. At the turnover meeting, the interim directors shall resign and their successors shall be elected by the Owners as provided in

the Bylaws of the Association. If the Declarant fails to call the turnover meeting as required by this section, any Owner of a Lot may call the meeting by giving notice as provided in the Bylaws.

**6.7 Contracts Entered into by Declarant or Before Turnover Meeting.**

Notwithstanding any other provision of this Declaration, any leases or contracts (including management contracts, service contracts, and employment contracts) entered into by the Declarant or the Board of Directors on behalf of the Association prior to the turnover meeting described in Section 6.6 above shall have a term of not in excess of three years. In addition, any such contract shall provide that it may be terminated without cause or penalty by the Association or Board of Directors upon not less than 30 or more than 90 days' notice to the other party given at any time after the turnover meeting.

**ARTICLE 7  
MAINTENANCE, SERVICES, CONDEMNATION, DAMAGE**

**7.1 Maintenance and Lighting of Common Areas and Streetscape.** The Association shall maintain all maintenance upon the Common Areas and the improvements located thereon. The Association shall also maintain the sidewalks and landscaping within the public right of way of streets adjoining the Property.

**7.2 Maintenance of Utilities.** The Association shall perform or contract to perform maintenance of any private utilities, such as sanitary sewer service lines, domestic water service lines and storm drainage easements, piping, structures, bioswales, and water quality ponds located outside the public easements but within the Property or in the Common Areas or Lots. Each Owner shall maintain at such Owner's expense utility lines to the extent located within the Lot.

**7.3 Condemnation.** If any portion of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Owner. The Association shall represent the Owners in any condemnation proceeding or in negotiation, settlements and agreements with the condemning authority for acquisition of any portion of the Common Areas and each Owner appoints the Association to acts as the Owner's other attorney-in-fact for such purposes. All compensation, damages, or other proceeds of the taking of Common Areas shall be payable to the Association. Proceeds shall first be applied to restore or repair any remaining Common Area, including a structure on Common Area that may be required to permit the continued enjoyment of such Common Area. Thereafter, the Association shall deposit such sums in the Operations Fund or apply these sums to such capital improvements as shall be authorized pursuant to this Declaration.

7.4 Damage or Destruction by Casualty. In the event of damage or destruction which affects a material portion of the Common Areas, timely written notice shall be given to the Owners and the following provisions shall apply:

(a) In the event of damage or destruction by casualty of any structures erected on the Common Areas, the damage or destruction shall be repaired, reconstructed, or rebuilt unless, within 14 days of such damage or destruction, the Board of Directors or more the 10% of the Owners shall have requested a special meeting of the Association. Such special meeting must be held within 30 days of the date of damage or destruction. At the time of such meeting, unless 75% of the Owners, whether in person, by writing or by proxy vote not to repair, reconstruct, or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt, with the work commencing as soon as reasonably possible. In the event any portion of the insurance proceeds paid to the Association are not used to repair, reconstruct, or rebuild the damaged or destroyed Common Areas, the Association shall distribute the proceeds attributable to Lots to the Owners, as their interests may appear. The proceeds attributable to Common Areas shall be deposited in the Operations Fund or applied to such capital improvements as shall be authorized pursuant to this Declaration. If the insurance proceeds are not sufficient to pay the entire cost, the Board of Directors, if necessary, may assess the Owner of each Lot such additional amounts as required to pay the cost of restoration.

(b) If, due to act or neglect of an Owner or a member of the Owner's family, Owner's household pet, or of a guest or other unauthorized occupant or visitor of such Owner, damage shall be caused to the Common Areas or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Owner shall pay for such damage and such maintenance, repairs, or replacements as may be determined by the Association, to the extent not covered by the Association insurance, as an Individual Assessment.

## **ARTICLE 8 ASSESSMENTS**

8.1 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the Common Areas and other areas to be maintained by the Association.

8.2 Types of Assessments. The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, and Individual Assessments, all as more particularly described below.

8.3 Apportionment of Assessments. Lots owned by Declarant shall not be subject to Annual Assessments, Special Assessments, or Emergency Assessments until such time as the Lot is occupied for residential use. The Declarant reserves the right to change the

amount and/or terms of Annual Assessments for any Unimproved Lots it may sell. No Owner by the Owner's own action may claim exemption from liability for the contribution towards common expenses by waiver by the Owner of use of enjoyment of any of the Common Areas or by abandonment by the Owner of the Owner's Lot. An Owner may not claim an offset against an Assessment for failure of the Association to perform its obligations, and no Owner may offset amounts owing, or claimed to be owing, by the Association or Declarant to the Owner. All Lots subject to Assessment shall pay an equal pro rata share of the Annual Assessments, Special Assessments, and Emergency Assessments commencing upon the date the Lot becomes subject to Assessment. On the initial sale of a Lot, the annual assessment for that year shall be collected at closing and pro-rated where necessary and each year thereafter the annual assessment shall be due in a lump sum payment upon receipt of notice from the Board.

8.4 Annual Assessments. The initial assessment per lot shall be maximum of \$600 per year. The Board of Directors of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over Assessment, and any common profits of the Association. The Board by resolution may increase the annual assessment as a result of the budgeting process. The budget shall take into account the number of Lots subject to assessment as of the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. Within 30 days after adopting the annual budget, the Board of Directors shall provide a summary of the budget to all Owners. If the Board of Directors fails to adopt an annual budget, the last adopted budget shall continue in effect.

8.5 Special Assessments. In addition to the Annual Assessment authorized above, the Board of Directors may levy during any fiscal year a Special Assessment applicable to that year only for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments ("Special Assessment"). Special Assessments for acquisition or construction of new capital improvements or additions which in the aggregate in any fiscal year exceed an amount equal to 15% of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the Owners voting on such matter, together for acquisition or construction of new capital improvements or additions with the written consent of the Class B member, if any. Prior to the turnover meeting described in Section 6.6, any Special Assessment for acquisition or construction of new capital improvements or additions must be approved by not less than 50% of the Class A voting rights, together with the written consent of the Class B member. Special Assessments shall be apportioned as provided in Section 8.3 above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board of Directors.

8.6 Emergency Assessments. If the Annual Assessments levied at any time are or will become inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors of the Association shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noted as to the reason therefore, and levy an emergency assessment for the amount required to meet all such expenses on a current basis ("Emergency Assessment"). Emergency Assessments shall be apportioned as set forth in Section 8.3 above and payable as determined by the Board of Directors.

8.7 Individual Assessments. Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited ("Individual Assessment"). Individual Assessments include, without limitation, charges for services provided in accordance with any Governing Document and any common expense that is the fault of the Owner and not paid by insurance. Individual Assessments shall also include default Assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of the governing Documents and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Directors, Individual Assessments shall be due 30 days after the Board of Directors has given written notice thereof to the Owners subject to the Individual Assessments.

8.8 Operations Fund. The Association shall keep all funds received by it as Assessments in a bank account in the name of the Association to be known as the "Operations Fund." All expenses of the Association shall be paid from the Operations Fund. The association shall use such fund exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common Areas including but not limited to:

- (a) Payment of the cost of maintenance, utilities, and services as described in Article 7.
- (b) Payment of the cost of any property or liability insurance maintained by the Association.
- (c) Payment of taxes assessed against the Common Areas and any improvements thereon.
- (d) Payments of the cost of water service, sewer service, and garbage and trash disposal for the Common Areas or which are commonly billed.

(e) Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal, and secretarial services.

(f) In the event any condemnation of a portion of the Common Areas should result in a surplus in the Operations Fund not needed for payment of the other items described in this section, such surplus shall be divided by the number of Lots within the Property.

**8.9 Creation of Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Governing Documents of the Association. Such Assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 9.4, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Such assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 9 below.

**8.10 Voluntary Conveyance.** In a voluntary conveyance of a Lot the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor of the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, upon request of a prospective purchaser, the Board of Directors of the Association shall make and deliver a statement of the unpaid Assessments against the prospective grantor or the Lot, and the grantee in that case shall not be liable for, nor shall the Lot when conveyed be subject to, a lien filed thereafter for any unpaid Assessments against the grantor in excess of the amount set forth in the statement.

## **ARTICLE 9 ENFORCEMENT**

**9.1 Violation of Protective Covenants.** In the event any Owner shall violate any provision of the Governing Documents, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violations. If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, then the Association acting through its Board of Directors shall, after notice and opportunity to be heard, have the right to do any or all of the following:

(a) Assess reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration.

(b) Enter the offending Lot and remove the cause for such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Operations Fund as an Individual Assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings.

(c) Cause any vehicle parked in violation of any Governing Document to be towed and impounded at the Owner's expense, which expenses if paid by the Association shall constitute Individual Assessments for the purpose of this Declaration.

(d) Suspend the voting rights and the right to use the Common Areas for the period that the violations remain unabated, provided that the Association shall not deprive any Owner of access to and from Owner's Lot.

(e) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration or any other Governing Document.

9.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within 30 days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association shall have a lien against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed under any Governing Document against the Owner of the Lot.

(b) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under any Governing Document without foreclosing or waiving the lien described in section (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(c) The Association shall have any other remedy available to it by law or in equity.

9.3 Subordination of Lien to Mortgages. The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any Mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded

prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment line, but the sale or transfer of any Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any Mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed, or assignment in lieu of foreclosure shall extinguish any lien of an Assessment notice of which was recorded after the recording of the Mortgage or trust deed. The unpaid Assessments as a result of such foreclosure or sale shall become a common expense of all Owners, including the Mortgagee or purchaser, and such sale or transfer shall not release the Lot from liability for any Assessments or other charges thereafter becoming due or from the lien of such Assessments or other charges.

9.4 Interest, Late Charges, and Expenses. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the rate of 18%, or such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Washington. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed 30% of such Assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice and a fee for preparing the notice of lien established from time to time by resolutions of the Board of Directors of the Association.

9.5 Costs and Attorney's Fees. In the event the Association shall require any action to enforce these covenants, with or without bringing suit or in the event the Association does bring suit or action to enforce any Governing Document, or to collect any money due thereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a litigation guaranty report issues by a title company doing business in Spokane County, Washington, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorney's fees at trial and upon any appeal or petition for review thereof.

9.6 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration or any other Governing Document are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner of the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration or any other governing Document by appropriate legal proceedings.

**ARTICLE 10**  
**MISCELLANEOUS PROVISIONS**

10.1 Amendment and Repeal. This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners representing not less than 75% of the Lots, based upon one vote for each such Lot, together with the written consent of the Class B member if such membership has not been terminated. Any such amendment or repeals shall become effective only upon recordation in the deed records of Spokane County, Washington, of a certificate of the president or secretary of the Association setting forth in full the amendments or repeal so approved and certifying that said amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section create, limit, or diminish special Declarant rights without Declarant's consent, or change the boundaries of any Lot or any uses to which any Lot is restricted. Declarant may not amend this Declaration to increase the scope of special Declarant rights reserved in this Declaration after the sale of the first Lot unless Owners representing 75% of the total vote, other than Declarant, agree to the amendment. Such amendment or repeal shall not have the effect of denying any Owner access to Owner's Lot unless such Owner has consented thereto.

10.2 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration and any other Governing Document of the Association shall be a joint and several responsibility, and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matters.

10.3 Lessees and other Invitees. Lessees, invitees, contractors, family members, and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration and any other Governing Document of the Association restricting or regulating the Owner's use, improvement, or enjoyment of Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

10.4 Enforcement. The Association or any 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 or any

shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and shall not limit any provision of this Declaration. If at any time the Property shall fall within the limits of any incorporated, any reference to the Spokane County shall be construed to include any other unit of local government having jurisdiction over the Property.

10.6 Notices and Other Documents. Any notice or other document permitted or required by this Declaration or any other Governing Document may be delivered either personally or by mail. Delivery by mail shall be deemed made 24 hours after having been deposited in the United States mail. With postage prepaid, addressed as follows: If to Declarant, to Declarant's address stated below; if to an Owner, at the address given by the Owner at the time of the Owner's purchase of a Lot; if to the Association, to the mailing address of the Association as filed with the Washington Secretary of State. The address of a party may be changed by the party at any time by notice in writing delivered to the Association as provided herein.

10.7 Successor Declarant. Community Frameworks, as the initial Declarant, intends to transfer all rights, duties, and obligations hereunder to Cheney Properties, LLC upon the conveyance and transfer of ownership of Parcel 4 as shown on the Plat in Exhibit "B." Upon the conveyance and transfer of ownership of Parcel 4 shown on the Plat in Exhibit "B" from Community Frameworks to Cheney Properties, LLC, all rights, duties, liability, and obligations as the Declarant hereunder shall be the responsibility of Cheney Properties, LLC. Upon the conveyance and transfer of ownership of Parcel 4 shown on the Plat in Exhibit "B" from Community Frameworks to Cheney Properties, LLC, Community Frameworks shall be relieved of and released from all rights, duties, liability, and obligations as the Declarant hereunder. As used herein, Community Frameworks shall be the "Declarant" prior to conveyance and transfer of ownership of Parcel 4 shown on the Plat in Exhibit "B," and Cheney Properties, LLC shall be the "Declarant" at the time of the conveyance and transfer of ownership of Parcel 4 shown on the Plat in Exhibit "B" and all times thereafter.

**IN WITNESS WHEREOF**, Declarant has executed this Declaration as of the date set forth above.

**DECLARANT:**

Community Frameworks  
a Washington non-profit corporation

By: Diane Leigland

Printed Name: Diane Leigland

Title: Deputy Director

State of Washington )  
 ) ss.  
County of Spokane )

On this date, before me personally appeared Diane Leigland to me known to be the Deputy Director of Community Frameworks, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: October 4, 2010



Heather Rae Massie  
Notary Public for Washington  
Residing at 2028 N. Lee, Spokane WA 99207  
My appointment expires: Aug. 01, 2012

Unofficial Document

**EXHIBIT A**  
***Legal Description of Takoda Park West Subdivision***

**Parcel 1** - (referenced as Parcel #4 on "Exhibit B" map)

That portion of the South Half of the Northwest quarter of the Northwest quarter of Section 08, Township 24 North, Range 42 East, W.M., Spokane County, WA, described as follows:

Commencing at the Southwest corner of Lot 12, Block 1 of TAKODA PARK according to the plat thereof recorded in Book 33 of Plats, Page 93, records of Spokane County (being also a point on the West line of the West Half of the East Half of the Northwest quarter of the Northwest quarter of said Section 8); thence  $S00^{\circ}56'32''W$  along said west line, a distance of 29.80 feet to the Northeast corner of the East Half of the Southwest Quarter of the Northwest quarter of the Northwest quarter of said section and True Point of Beginning; thence  $S89^{\circ}45'46''W$  along the north line of said East Half of the Southwest Quarter of the Northwest quarter of the Northwest quarter, a distance of 336.32 feet to the Northwest corner of said East Half of the Southwest Quarter of the Northwest quarter of the Northwest quarter; thence  $S00^{\circ}56'19''W$  along the west line of said East Half of the Southwest Quarter of the Northwest quarter of the Northwest quarter, a distance of 144.17 feet; thence  $N89^{\circ}19'25''E$  a distance of 26.28 feet; thence  $S00^{\circ}55'58''W$  a distance of 155.06 feet; thence  $N89^{\circ}19'25''E$  a distance of 332.64 feet to a point hereinafter referred to as Point "A"; thence  $S00^{\circ}55'58''W$  a distance of 155.06 feet; thence  $N89^{\circ}19'25''E$  a distance of 53.66 feet; thence  $S00^{\circ}56'45''W$  a distance of 218.09 feet to its intersection with the south line of said West Half of the East Half of the Northwest quarter of the Northwest quarter of Section 08; thence  $N89^{\circ}19'25''E$  along said south line, a distance of 260.10 feet to the Southeast corner of said West Half of the East Half of the Northwest quarter of the Northwest quarter; thence  $N00^{\circ}56'45''E$  along the East line of said

West Half of the East Half of the Northwest quarter of the Northwest quarter, a distance of 218.07 feet; thence  $S89^{\circ}19'25''W$  a distance of 27.09 feet; thence  $N00^{\circ}55'58''E$  a distance of 163.22 feet; thence  $N89^{\circ}04'15''W$  a distance of 130.00 feet; thence  $N00^{\circ}55'58''E$  a distance of 27.00 feet; thence  $S66^{\circ}22'26''W$  a distance of 41.78 feet; thence  $N89^{\circ}04'15''W$  a distance of 120.00 feet; thence  $N00^{\circ}55'58''E$  a distance of 138.08 feet; thence  $N14^{\circ}43'39''W$  a distance of 78.09 feet to its intersection with the East line of said East Half of the Southwest Quarter of the Northwest quarter of the Northwest quarter; thence  $N00^{\circ}56'32''E$  along said east line, a distance of 56.93 feet to the true point of beginning;

EXCEPT that portion described as follows:

Beginning at the aforementioned Point "A"; thence  $S89^{\circ}04'15''E$  a distance of 118.56 feet; thence  $S00^{\circ}55'58''W$  a distance of 50.00 feet; thence  $N89^{\circ}04'15''W$  a distance of 118.56 feet; thence  $N00^{\circ}55'58''E$  a distance of 50.00 feet to the point of beginning.

Containing 4.61 acres, more or less.

**Parcel 2** - (referenced as Parcel #5 on "Exhibit B" map)

That portion of the Northwest quarter of the Northwest quarter of Section 08, Township 24 North, Range 42 East, W.M., Spokane County, WA, described as follows:

The South 990.00 feet of the West Half of the West Half of said Northwest Quarter of the Northwest Quarter,

EXCEPT county road right of way,  
AND EXCEPT the North 250.00 feet of the West 205.00 feet of said South 990.00 feet of the West Half of the West Half of the Northwest Quarter of the Northwest Quarter,

TOGETHER WITH that portion of said Northwest quarter of the Northwest quarter described as follows: Commencing at the Northwest corner of the East Half of the Southwest Quarter of the Northwest quarter of the Northwest quarter of said Section 8; thence S00°56'19"W along the west line of said East Half of the Southwest Quarter of the Northwest quarter of the Northwest quarter, a distance of 144.17 feet to the True Point of Beginning; thence N89°19'25"E a distance of 26.28 feet; thence S00°55'58"W a distance of 155.06 feet; thence N89°19'25"E a distance of 332.64 feet; thence S00°55'58"W a distance of 155.06 feet; thence N89°19'25"E a distance of 53.66 feet; thence S00°56'45"W a distance of 218.09 feet to its intersection with the south line of the West Half of the East Half of the Northwest quarter of the Northwest quarter of Section 08; thence S89°19'25"W along the south line of the Northwest quarter of the Northwest quarter of said Section 8, a distance of 412.58 feet to the Southwest Corner of said East Half of the Southwest Quarter of the Northwest quarter; thence N00°56'19"E along the west line of said East Half of the Southwest Quarter of the Northwest quarter, a distance of 528.21 feet to the true point of beginning.

Containing 9.40 acres, more or less.

