



**RETURN NAME and ADDRESS**

AHO  
5512 N.E 109<sup>TH</sup> Ct. #101  
Vancouver, WA 98662

Please Type or Print Neatly and Clearly All Information

**Document Title(s)**

Declaration of Covenants, Conditions & Rest.

**Reference Number(s) of Related Documents**

**Grantor(s) (Last Name, First Name, Middle Initial)**

AHO Construction, Inc.

**Grantee(s) (Last Name, First Name, Middle Initial)**

The owners of the final Plat of Thomas Manor + Thomas Manor Homeowners Assoc.

**Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)**

SW 1/4 of NW 1/4 Section 8, T. 24N., R. 42E., W.M.

**Assessor's Tax Parcel ID Number**

24082.9010, 24082.9017

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

\_\_\_\_\_  
Signature of Requesting Party

R. E. Excise Tax Exempt  
Date 10/31 2017  
Spokane County Treas.  
By KBS

# THOMAS MANOR SUBDIVISION

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### RECITALS

WHEREAS Declarant, Aho Construction I, Inc., a Washington corporation, is the Owner of certain real property in the County of Spokane, State of Washington, more particularly described in Exhibit A attached hereto, and commonly referred to herein as "Thomas Manor"; and

WHEREAS Declarant has recorded a "final plat" for Thomas Manor Phase 1 herewith as Exhibit B; and

WHEREAS Declarant intends to ultimately bind additional future development phases by this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of Thomas Manor, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Thomas Manor development project or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

### DESCRIPTION OF DECLARATION

This Declaration establishes a plan for the private ownership of individual lots and buildings constructed thereon and for the beneficial ownership through a homeowners association of all the remaining land, easement interests, and related elements, hereinafter defined and referred to as the "Common Areas". The homeowners association shall be called the "Thomas Manor Homeowners Association", hereafter referred to as the "Association", to which shall be delegated and assigned the duties and powers of maintaining and administering the common areas, easements, roads and facilities, and administering and enforcing the covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

This Declaration further establishes the right and power of the Association to levy general and special assessments on each Owner, as hereafter referred to and defined, in order to finance the construction and maintenance of improvements to the common areas and facilities, and in order to effectuate all the powers and duties of the Association, as described herein.

This Declaration further establishes certain restrictions on the various uses and activities that may be permitted in Thomas Manor and further establishes the right of the

Association to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that all of Thomas Manor as defined herein and the buildings and structures hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Thomas Manor and for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Thomas Manor or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

## **ARTICLE I**

### **Definitions**

1. "Association" shall mean and refer to the Thomas Manor Homeowners Association, a Washington non-profit corporation, its successors and assigns.
2. "Thomas Manor" shall refer to the entire development as identified in the legal descriptions, maps, and surveys attached hereto or recorded with the office of the Spokane County Auditor, and as adopted or hereafter amended by either the Board of Directors of the Association or the Declarant.
3. "Common Property" or "Common Areas" shall mean all real property and easements (including the improvements thereto), owned by the Association together with facilities existing within private roadway or other easements where the Association is grantee, for the common use and enjoyment of the Owners. The Common Areas and easements to be owned and maintained by the Association are identified in the legal descriptions, maps, and surveys attached hereto, and as adopted or hereafter amended by either the Board of Directors of the Association or the Declarant.
4. "Declarant" shall mean and refer to Aho Construction I, Inc., a Washington corporation, its successors and assigns; PROVIDED, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.
5. "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

6. "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending whenever any of the following first occurs: (i) thirty years from the date hereof; (ii) six months after Declarant has transferred title to the last lot in the development; or (iii) written notice from Declarant to the Association in which Declarant elects to terminate the Development Period.

7. "Governing Documents" shall mean and refer to this Declaration, supplementary Declarations, Rules and Regulations adopted by the Board pursuant to the Bylaws, and the Articles of Incorporation and Bylaws of the Association, as any of the foregoing may be amended from time to time.

8. "Lot" or "Lots" shall mean and refer to those parcels of land within Thomas Manor identified numerically as lots in Exhibit A attached hereto.

9. "Owner" refers to the record Owner of a fee interest, grantors under a deed of trust and contract purchasers who are in actual possession of a Lot. Declarant shall be considered the Owner of all Lots which it has not yet sold or which it reacquires.

## **ARTICLE II**

### **Thomas Manor Homeowners Association**

1. Description of Association. The Association shall be a non-profit corporation organized and existing under the laws of the State of Washington charged with the duties and invested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; PROVIDED, however, that no Governing Document shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of a conflict between this Declaration and other Governing Documents, this Declaration shall control.

2. Association Membership. Subject to the "Voting" provision in Section 5 of this Article II, every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. Membership shall not be separated from Ownership of the Lot to which it relates provided, however, that any Owner may delegate his rights of membership in the Association and rights of enjoyment in the Common Areas to members of his family.

3. Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot, execution of a contract therefore, or any other means of acquisition of an Ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents of the Association, and all rules and regulations duly promulgated pursuant to Association Action.

4. Rules and Regulations. The Association shall have the power to adopt and to enforce rules and regulations governing Thomas Manor, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated therein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not discriminate among Owners. The Association may prescribe penalties for the violation of such rules and regulations, including but not limited to monetary fines and/or the suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective 30 days after promulgation or amendment and shall be mailed to all Owners within thirty days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

5. Votes Appurtenant to Lots. Subject to Paragraph 6 below, Association members shall all be Owners with the exception of the Declarant and shall be entitled to one vote for each Lot collectively owned (if ownership is by more than one individual or entity). When more than one person holds interest in any Lot, there shall be designated with the Association ONE individual to exercise such voting right.

6. The Association voting procedures described elsewhere in this Declaration notwithstanding, until the end of the Development Period, the Declarant shall have complete authority over all the operations of the Association. The Declarant shall also have unilateral authority to modify or amend any of the Governing Documents of the Association as well as take any action which the Declarant, in its sole discretion, may deem necessary to promote the smooth operation of Thomas Manor and/or the Association.

### **ARTICLE III**

#### **Association Budget, Assessments and Liens**

1. Owners' Covenant to Pay Assessments. By acceptance of a deed to a Lot, execution of a contract therefore, or any other means of acquisition of an Ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein.

2. Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including but in no way limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to

or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance on, the Common Areas, and including charges for any services furnished by or to the Association; the cost of utilities and other services, and the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for reasonably anticipated repair/replacements. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional expenses of the Association. In the event the General Assessment exceeds the operating budget, excess funds shall be deposited into a maintenance reserve fund for future use by the Association consistent with this Declaration.

3. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Association shall determine and levy in advance on every Lot a general assessment in the amount of the Association's operating budget, divided by the total number of then-existing Lots. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner at least thirty (30) days in advance of the due date. Notice of the general assessment shall be sent by the Association Secretary to each Owner in writing.

4. Payment of General Assessment. Installments of general assessments will be collected on an annual basis.

5. Nondiscriminatory Assessment. No assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds (2/3) majority vote of the Owners, in the event that, after thirty (30) days' notice from the Association that the Owner has failed to maintain Lots in a condition comparable to the other Lots in Thomas Manor, the Association elects to expend funds to bring such Owner's Lot up to such comparable standard.

6. Commencement of Assessments. Liability of an Owner for both general and special assessments shall commence on a date to be determined by the Association which shall be no less than thirty days from the date notice of such assessment shall be sent to each Owner by the Association.

7. Certificates of Assessment Payment. Upon request by any Owner, the Association shall certify in writing the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. Issuance of such certificate shall be conclusive evidence of payment of any assessments therein declared to have been paid.

8. Special Assessments. In addition to the general assessments authorized by this Article, the Association may, upon two-thirds (2/3) majority of the Owners, levy a special

assessment or assessments, at any time and in equal amounts, against existing Lots, applicable to that year only, for such purpose as the Association may consider appropriate. Notice of such assessment shall be in the same manner as that of general assessments.

9. **Effect of Nonpayment of Assessment.** If any assessment payment is not made within thirty (30) days after it was first due and payable, the unpaid amount shall constitute a lien against the Lot assessed and shall bear interest from such due date at a rate not to exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, execution of a contract therefore, or any other means of acquisition of an Ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association as a corporate entity, and the Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against.

10. **Lien to Secure Payment of Assessments.** Declarant hereby creates in the Association perpetually the power to create a lien in favor of the Association against each Lot, to secure to the Association the payment to it of all assessments, interest, costs and attorneys' fees; and Declarant hereby subjects all Lots perpetually to such power of the Association. Such liens shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot which is charged with the payment of assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot.

11. **Suspension for Nonpayment of Assessment.** If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days after Notice to the Owner of such default by the Association, said Owner's voting

rights shall, without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessment by non-use of the Common Areas or by abandonment of the Lot.

12. Initial Assessment. The initial General Assessment for each Lot shall be \$300 and shall be due and payable to the Association upon the purchase of each Lot sold by Declarant during this period.

13. Transfer Fee. In addition to the regular and special assessments above, there shall be a \$300 transfer setup fee for any subsequent sale of any lot after the initial purchase from Declarant. The fee shall be paid out of the closing proceeds of any transfer or in the event of a "non-cash" transfer shall be paid by transferor to the Association.

14. Declarant Exempt. The Declarant shall be exempt from any assessments until the end of the Development Period.

15. Certain Areas Exempt. The Common Areas, all parcels, and all portions of Thomas Manor dedicated to and accepted by a public authority or other charitable or nonprofit organization exempt from taxation under the laws of the State of Washington, shall be exempt from assessments by the Association.

#### **ARTICLE IV**

#### **Use Covenants, Conditions, and Restrictions**

1. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept or permitted within any Lot other than a reasonable number of household pets. No household pets shall be commercially bred or commercially raised on any Lot. No dog whose barking causes a regular disturbance to any Owner shall be allowed. Any inconvenience, damage or unpleasantness caused by an animal shall be the responsibility of the respective Owner thereof. No dog shall be permitted to roam unattended, and all dogs shall be kept on a leash while outside a Lot. Any animal droppings shall immediately be collected and disposed of by the animal Owner. All animal pens and enclosures shall be kept clean and free of odor at all times. No animal may be kept if it is a nuisance.

2. Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of these Covenants, the rules and regulations of the Association, Spokane County Code, or the laws and statutes of the State of Washington or other municipal corporations with jurisdiction over Thomas Manor.

3. Nuisances Prohibited. No noxious or offensive activity shall be carried on upon any portions of Thomas Manor nor shall anything be done thereon which may become a nuisance as such is defined by the laws of the State of Washington, Spokane County Code or the Association. The Association shall determine by Association Action whether any given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots, or of the Common Areas, and such determination shall be final and conclusive. After notice to an Owner from the Association of such determination, and after approval of a two-thirds majority vote of the Owners, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain, and/or restore the Lot to such standards. The cost of such work shall be a Special Assessment on such Owner and his Lot only, and the provisions of this Declaration regarding collection of Assessments shall apply thereto.

4. Firearms. Hunting and Related Activity. No firearms or weapons of any kind or nature, including rifles, handguns, cross bows, bow and arrows, slingshots, BB type or pellet guns, or other like weapon, shall be used or discharged within Thomas Manor except by authorized governmental officials. No hunting or trapping shall be permitted within Thomas Manor.

5. Trash Containers. All garbage or trash containers must be stored where they are not visible from outside the premises. No trash, garbage, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any Lot, building site, street or driveway. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted.

6. Unoccupied Lots. Owners of unoccupied Lots shall maintain the lots in a clean, fire-safe condition, including maintaining grass and trees, in a condition equal to that which existed at the time of Lot purchase. In the event a condition exists inconsistent with this or any other restriction herein, the Association or any person entitled to hereunder may use the legal powers as set forth in this Declaration to correct said condition.

7. Fences. The Declarant shall initially construct all partition fences in Thomas Manor per the approved plat for the development. The Association shall be responsible for maintenance of the exterior of all fencing fronting Thomas Manor Road. Each Owner shall be individually responsible for maintenance of any other fencing appurtenant to their respective Lot.

8. Approval for Building or Clearing Plans Required. No Living Unit, building, fence, wall, exterior addition, or other structure shall be erected upon a Lot or any other portion of Thomas Manor, nor shall a Lot be excavated for use, until after the details and written plans and specifications, showing the nature, kind, shape, height, materials, colors, and location of the same have been submitted to and approved in writing by the Association for compliance with the Architectural Control Guidelines, and for ensuring consistency of

design and reasonableness of location throughout Thomas Manor. The Declarant or its assignee shall be exempt from this provision.

9. **Leasing Restrictions.** No Lot may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a Lessee or tenant to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any owner to lease or rent his Lot.

10. **Commercial Uses.** No commercial enterprise, including itinerant vendors, shall be permitted on any Lot; provided, however, that the Association may permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the Thomas Manor community.

11. **On-street Parking.** On-street parking shall be limited to passenger vehicles and light trucks. Trailers, boats, etc., may not be parked on any street in Thomas Manor in excess of 6 consecutive hours. Commercial equipment and/or heavy haul trucks and trailers are prohibited from on-street parking at all times. No Owner or resident shall park any vehicle in such a way as to intentionally or unintentionally, block the neighboring resident's access to their driveway. Vehicles which are not in regular use shall not be parked in streets or driveways. The Association shall have the right to fine any Owner of any vehicle found to be in violation of this provision in the amount of \$50 per day of violation.

12. **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, 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, due to its appearance or continued inoperability, its presence reasonably offends the occupants of the neighborhood.

13. **Vehicle & Equipment Storage.** All inoperable vehicles and equipment must be stored inside of an enclosed building. No vehicle maintenance or repair may be conducted on any of the streets located within the boundaries of the Property. An Owner may keep on a Lot such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any Lot, provided such equipment and machinery when not in use is screened from view from any adjacent Lots and/or Common Areas. No vehicle or equipment may be parked or stored on any pervious surface (lawn, garden, planter strip, etc.) within the Development.

14. **Trailers, Campers, Boats, Etc. Storage.** No boats, trailers, camper vehicles, or other recreational vehicles or equipment, motor vehicles not operated in daily family use, or vehicles with a gross vehicle weight of 9,000 pounds or greater shall be parked

or stored in the street, the driveways, or any other portion of the Property, except in a garage or sight-screened fencing, or for the purpose of temporary loading or unloading no longer than 24 consecutive hours. No such vehicle shall be used as a residence temporarily or permanently on any portion of the Property. The Association may keep such equipment and machinery as it may require in connection with the maintenance and operation of the Common Areas. No vehicle maintenance or repair may be conducted on any streets within the boundaries of the Property. Except for bona fide emergencies or normal maintenance, the repair or extraordinary maintenance of automobiles or other vehicles shall be carried out inside a building. The Association shall have the right to fine any Owner of any vehicle found to be in violation of this provision in the amount of \$50 per day of violation.

15. Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

16. Signs. Except for entrance, street, directional, traffic control, and/or safety signs; and such promotional signs as may be maintained by Declarant; or agents or contractors thereof, or the Association, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about Thomas Manor; provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot placed on the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot.

Political signs will be allowed per RCW 64.38.034 with the following limitations: No sign shall exceed six (6) square feet in area. All political signs will be removed within ten (10) days of the election for which they were intended.

17. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Thomas Manor which may damage or interfere with any easement or the installation or maintenance of Common Areas, roadways, utilities, or storm water facilities in Thomas Manor.

18. Antennas and Satellite Dishes. Exterior radio, television, telecommunication towers, antennae, satellite dishes larger than 18 inches in diameter or other exterior transmission or receiving devices are not allowed.

19. Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and Homes shall be the responsibility of the individual Owners thereof and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their Lots and Homes and any and all appurtenances thereto in good repair and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to maintain his Lot in a healthy and attractive state and in a manner comparable to that of the other

Lots in Thomas Manor. After notice to an Owner from the Association of such Owner's failure to so maintain his Lot, and after approval of a two-thirds majority vote of the Owners, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain, and/or restore the Lot to such standards. The cost of such work shall be a Special Assessment on such Owner and his Lot only, and the provisions of this Declaration regarding collection of Assessments shall apply thereto.

All homeowners shall be responsible for maintenance and repair of all sidewalks, street trees, and planter strips adjacent to their Lots. The HOA shall be responsible for all regular costs and maintenance activities related to the maintenance and operation of common areas, as well as the sidewalks, planter strips, street trees and stormwater facilities therein. Said common areas shall include Tracts A through F as depicted in Exhibit B attached hereto. Said common areas shall also include the planter strip and sidewalk fronting Thomas Manor Road.

These Owner obligations and responsibilities shall be restricted to Thomas Manor Phase 1 as described in Exhibit B attached hereto. The Declarant anticipates that incorporation of additional phases into this Declaration shall result in additional HOA and Owner maintenance obligations for the Lot Owners in these future phases.

20. Sales and Construction Facilities. Despite any other provisions of this Declaration, it is expressly permissible during the Development Period for the Declarant, or agents or contractors thereof, to maintain on any portion of Thomas Manor owned by the Declarant or any Common Area, such business offices, storage areas, construction yards, signs, model homes, or sales office as may be required, convenient, or incidental to the sale of Lots by the Declarant.

21. Fireworks. Fireworks shall only be allowed pursuant to local municipal ordinance.

22. Sport Courts and Play Structures. Backyard sport courts will be permitted provided no games or activities create a nuisance. Hours of use will be restricted to the hours between 8 am and 10 pm. No sport courts, basketball hoops, or other game equipment will be placed in any driveway or front yard. No structure shall exceed thirteen (13) feet in height.

23. Temporary Structures. Structures of temporary nature are not allowed on any lot in Thomas Manor at any time. However, construction storage type trailers will be allowed during the construction period.

24. Outbuildings. All outbuildings must be of no more than one level, 13 feet in height, and must complement (i.e. be of like kind and material) the dwelling in material, color and design. No used building or structure shall be moved or placed on the Property or any lot.

25. **Garages.** Each dwelling shall include an attached garage designed to enclose a minimum of two (2) vehicles. Carports will not be permitted. Garage doors shall be painted or stained and not left factory primed.

26. **Siding.** Unless approved otherwise by the Board of Directors, all elevations of each dwelling shall be of cedar, redwood, Hardi-plank (or comparable fiber cement product) in a tongue and groove, lap siding, or board and batten pattern, with shakes or shingles, masonry/stone, or such other equivalent accents. Vinyl siding is not allowed.

27. **Exterior and Seasonal Lighting.** All exterior lighting shall be restricted so as not to interfere with the reasonable enjoyment of neighboring properties or create any other nuisance. Seasonal holiday lighting and decorations are permissible if removed within 15 days after the celebrated holiday, or by special permission of the HOA.

28. **Flags.** Pursuant to RCW 64.38.033, the Association may not prohibit the outdoor display of the flag of the United States by an Owner or resident on the Owner's or resident's property if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. Sec. 1 *et seq.* The Board may adopt reasonable rules and regulations, consistent with 4 U.S.C. Sec. 1 *et seq.*, regarding the placement and manner of display of the flag of the United States. The Association may not prohibit the installation of a flagpole for the display of the flag of the United States. The Board may adopt rules and regulations regarding the location and the size of the flagpole. For purposes of this section, "flag of the United States" means the flag of the United States as defined in federal flag display law, 4 U.S.C. Sec. 1 *et seq.*, that is made of fabric, cloth, or paper and that is displayed from a staff or flagpole or in a window. For purposes of this section, "flag of the United States" does not mean a flag depiction or emblem made of lights, paint, roofing, siding, paving materials, flora, or balloons, or of any similar building, landscaping, or decorative component.

29. **Solar Panels.** Pursuant to RCW 64.38.055, solar panels are permitted so long as no portion of the solar panel is visible from above the roof line or from the street frontage of the residence. This restriction may be modified on a case-by-case basis upon prior written approval of the HOA.

30. **Maintenance.** Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval of the Board. In addition, each Owner shall keep all shrubs, trees, grass, plantings of every kind on their Lot, neatly trimmed, watered, properly cultivated in a healthy condition and free of trash, weeds and other unsightly material, except that the Association or selected Owners will be responsible for maintenance of Common Areas and Improvements. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes to Lots and

Improvements thereon shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

31. Fines. If the HOA chooses to utilize a professional property management company, that company shall have the authority to issue fines for violations of this Declaration under the schedule below. All fines so issued must be ratified by a majority vote of the HOA Board of Directors prior to further action by the HOA.

In the event the HOA does not utilize a professional property management company, the HOA Secretary, subject to a majority vote of the HOA Board of Directors, shall issue notice said fines directly to the homeowner. Any fine shall become a lien in favor of the Association and against the offending Owner's Lot, arising in the same manner as liens under Article III of this Declaration. The fine will be levied daily, at a progressive rate as follows:

- Days one (1) through thirty (30) – \$50.00 per day
- Days thirty-one (31) through sixty (60) – \$100.00 per day
- Thereafter until the violation is corrected – \$300.00 per day

#### **ARTICLE V**

##### **Fire Safety**

1. Roofs. Roofs shall be constructed of non-combustible materials, such as tile, metal or fire safe composition. Wood or shake roofs shall not be allowed.
2. Electrical Utilities. All electrical utilities shall be placed underground.
3. Outdoor Burning. Outdoor burning shall be in accordance with all State and local regulations. Burning of yard waste is prohibited.
4. House Numbers and Street Signs. Each home in Thomas Manor shall be clearly marked with house numbers.
5. Chimneys and Fireplaces. Wood burning fireplaces, wood and pellet stoves are prohibited.
6. Smoking. All smoking is prohibited in the Common Areas.

#### **ARTICLE VI**

##### **Use of Common Areas**

Owners, their guests, and invitees are allowed reasonable access to all common areas.

## **ARTICLE VII**

### **Maintenance and Operation of Common Areas and Facilities**

The Association shall have full responsibility for operation, maintenance, management and repair of the Common Areas and Facilities as herein defined except for those facilities under local governmental jurisdiction which shall be the responsibility of that jurisdiction per the permitting documents for the development. The Association shall maintain, repair, replace, improve and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action to promote the recreation, health, safety, and welfare of the Owners. Any action necessary or appropriate to the maintenance and upkeep of the Common Areas, the landscaping, irrigation, sewer and water systems, all buildings, gas, telephone, electrical or television/cable facilities applicable to the Common Areas shall be taken by the Association and/or the Declarant subject to Article XI below. The Association and the Declarant shall negotiate responsibility for the cost of construction and maintenance of specific improvements in common areas such as entry gates, monuments, and recreational facilities.

## **ARTICLE VIII**

### **Architectural Controls & Guidelines (ACG'S)**

1. Covenants, Conditions & Restrictions. Basic authority for maintaining the quality of design in Thomas Manor comes through the CC&R's, which are a part of every deed to property within Thomas Manor.

It is the intent of the CC&R's and these ACG's to assure residents that the standards of design quality will be maintained. This, in turn, protects property values and enhances the community's overall environment.

2. Matters Requiring Association Approval. Any living unit, building, fence, wall, retaining wall, water feature, driveway, sidewalk or other structure, exterior addition to or alteration of, may not be commenced without submittal of complete plans to, and receipt of written approval by, the Association.

These submitted plans should indicate the clearing or excavation of lots and specify the nature, kind, shape, height, materials, colors, and location of proposed living units, buildings, fences, walls, retaining walls, driveways, sidewalks or other structures, exterior additions or alterations. In providing an approval, the Association is addressing design concepts and aesthetics, not engineering standards.

3. Making Application to the Association. These submitted plans should indicate the clearing or excavation of lots and specify the nature, kind, shape, height, materials, colors, and location of proposed living units, buildings, fences, walls, retaining walls,

driveways, sidewalks or other structures, exterior additions or alterations. In providing an approval, the Association is addressing design concepts and aesthetics, not engineering standards.

4. **Review by Association.** All applications shall be approved, approved with conditions, or denied by a majority vote of the Board of Directors of the Thomas Manor Homeowners Association.

5. **Review Criteria.** The following criteria shall be used to determine the approval by the Association of an application under these ACG's:

**Impact on Environment:** The proposed construction must not unnecessarily destroy or blight the natural or man-made environment of Thomas Manor. Treatment of the site must relate harmoniously to adjacent sites and structures that have visual relationship to the proposed construction. All storm water drainage routes and facilities must be maintained and protected.

**Conformance with Covenants:** All applications are reviewed to confirm that the project is in conformance with the Association's Governing Documents.

**Validity of Concept:** The basic idea must be sound and appropriate with its surroundings.

**Design Compatibility:** The proposed improvements must be compatible with the architectural characteristics of the other structures on the Lot. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, colors and construction details.

**Location and Impact on Neighbors:** Proposed outbuildings or alteration should relate favorably to the landscape, the existing structures and to the neighborhood. The primary concerns are access, view and drainage.

**Scale:** The size (in three dimensions) of the proposed alterations should relate well to adjacent structures and to the surroundings.

**Color:** Colors must be either light to medium pastels or light to medium earth tones. Color may be used to soften or intensify visual impact. Roofs, trim and siding, etc. of an addition should match the like structures of the existing house in color.

**Materials:** Continuity is established by the use of materials similar to or compatible with the existing house. For instance, vertical wood siding on the original house should be reflected in the addition or outbuilding.

**Workmanship:** Workmanship is another standard which is applied to exterior of alterations. The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems, can be visually

objectionable to others. Also, poor workmanship can create safety hazards. Thomas Manor assumes no responsibility for the safety of construction, engineering or design.

Timing: An estimated start date and completion date must be included on the application. Projects should be completed as soon as possible after start date.

#### 7. Complaint Procedure/Fine System

Complaints may be registered with the Association. Those homeowners who wish to be contacted regarding the handling of their complaint must give their name and phone number. Homeowners are encouraged to resolve matters among themselves whenever possible. Complaints will be logged, and reviewed by the Association in a timely manner. The Association will review any plans on file, make a visual inspection of the site, and collect any other relevant data before determining the validity of any complaint.

### **ARTICLE IX**

#### **Administration and Enforcement**

1. Inspection and Rules/Regulations. The Association may at all reasonable times and upon reasonable prior notice enter upon any Lot for the purpose of performing its lawful functions under this Declaration. All Owners hereby grant permission to the Association and its authorized agents or employees the right of reasonable access to Lots for the purpose of inspection to determine compliance with these Covenants and for purposes of completing any action or activity required to obtain compliance with these Covenants. The Board of Directors may adopt and publish reasonable rules and regulations governing the use of the Common Area and Facilities, interpreting this Declaration and to establish penalties for the violation thereof.

2. Required Compliance and Observances. By acceptance of a deed to a Lot, execution of a contract therefore, or any other means of acquisition of an Ownership interest whether or not it shall be so expressed in any such deed or other instrument, the Owner covenants and agrees thereby, on behalf of himself and his heirs, successors and assigns, to observe and comply with all terms of these Mitigation Covenants, other Covenants, the Articles of Incorporation, the bylaws of the Thomas Manor Homeowners Association, all rules and regulations duly promulgated by the Association.

3. Enforcement. The Association or any Owner shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these CC&R's, the Articles of Incorporation and Bylaws of the Thomas Manor Homeowners Association, and all rules and regulations promulgated by the Association as they now exist or are hereafter amended. Failure or forbearance by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The violator(s) shall be responsible for all costs incurred in

enforcement, including reasonable attorney's fees, whether or not litigation is commenced. The Association may add any such cost due it to the current or next annual assessment of the offending Owners. Prior to filing any lawsuit, all Owners and/or the Association will be required to participate in and complete formal Mediation in a good faith effort to resolve the dispute before filing a lawsuit. The parties will agree upon and share equally in the Mediation cost as a condition required before filing any lawsuit.

4. **Limitation of Personal Liability.** The Association, its Board of Directors, and any officers, agents, committees or employees shall not be liable to any person for acts and/or omissions done in good faith in the interpretation, administration and enforcement of this Declaration. The Association shall indemnify and hold harmless any member of the Board of Directors for any action reasonably taken in the good faith execution of his office on behalf of the Association.

5. **Remedies Cumulative.** Remedies provided herein are in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants herein cannot be adequately remedied by an action at law or exclusively by recovery of monetary damages.

6. **HOA Operations, Common Area & Private Road Maintenance Fund.** Prior to the sale of any Lot, the Declarant shall establish an account in the name of "Thomas Manor Homeowners Association" in a financial institution in Spokane County, Washington, into which shall be deposited the initial opening balance sum of \$1000.00. This shall be the single general operating account for the HOA unless the HOA determines it necessary to create a special purpose account in its discretion.

7. **Covenants Running With the Land.** The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of Thomas Manor, their heirs, executors, administrators, successors, grantees and assigns. All instruments granting or conveying any interest in any Lot and all leases or subleases shall refer to the Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease, or sublease.

8. **Condemnation.** In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

## **ARTICLE X**

## **Amendments**

The Covenants and Restrictions of this Declaration shall run with and bind Thomas Manor forever. Amendments which do conflict with State or local regulations may be adopted by Association Action, with the approval of at least seventy-five percent (75%) of the votes eligible to be cast by the Owners pursuant to Article II, Section 5. This type of amendment shall take effect upon formal adoption by the Association.

## **ARTICLE XI**

### **General Provisions**

1. **Severability.** Invalidation of any one of these covenants, reservations, or restrictions by judgment or court order shall no way affect or invalidate any other provision, which shall remain in full force.
2. **Interpretation.** The captions herein are for convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Declaration or any parts of this Declaration. Any reference to the neuter, feminine, or masculine gender includes the plural whenever the context so requires.
3. **Taxes.** Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments and charges levied or assessed against the Common Areas owned in fee by the Association, if any.
4. **Non-Waiver.** No waiver of any breach of this Declaration shall constitute a waiver of any other breach whether of the same or any other covenant, condition, or restriction.
5. **No Abandonment of Obligation.** No Owner, through his nonuse of any Common Area or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.
6. **Notices.** All written notices, demands, or other communication ("Notices") to any owner permitted, or required to be given by this Declaration shall be sent to such Owner's physical or electronic address as may have been designated by him or her from time to time, in writing, to the Board of Directors, or if no address has been

designated, then to the Owner's Lot. Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known physical and/or electronic address of the addressee. If there is more than one Owner of a Lot, notice to any one such Owner shall be sufficient. The physical and electronic addresses of Declarant/Association and/or HOA management company shall be given to all Owners.

7. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

8. Effective Date. This Declaration shall be effective upon its recordation with the Spokane County Auditor.

Dated this 20<sup>th</sup> day of September 2017.

By the Declarant:

  
\_\_\_\_\_  
Melvin S. Aho, President  
Aho Construction I, Inc.

STATE OF WASHINGTON )  
 ) : ss.  
COUNTY OF CLARK )

On this 20<sup>th</sup> day of Sept, 2017, before me, MELVIN S. AHO, to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that ~~he~~ she signed the same as ~~his~~ her free and voluntary act and deed, and with proper authorization of the corporate entity on whose behalf he/she is signing, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 20<sup>th</sup> day of Sept., 2017.



  
\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at Vancouver  
My commission expires: 6-1-2019

Escrow Number: 7594

Filed for Record at Request of: Home Builders Escrow, LLC

SP4331

### STATUTORY WARRANTY DEED

THE GRANTOR(S), WEST PLAIN HOLDINGS, LLC., a Washington Limited Liability Company for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys, and warrants to AHO CONSTRUCTION I, INC., a Washington Corporation the following described real estate, situated in the County of Spokane, State of Washington:

See Exhibit "A" attached.

Subject to: All matters of record.

Abbreviated Legal

Plat NW 1/4 8-24-42 EWM

Tax Parcel Number(s): 24082-9015, 9016, 9017, 9018 & 9021

Dated: May 2, 2017

WEST PLAIN HOLDINGS, LLC.  
BY: ASCEND HOLDINGS, INC., MANAGER



BRIAN SPENCER  
VICE PRESIDENT

State of Washington

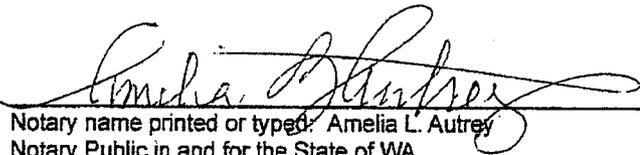
ss.

County of Clark

I certify that I know or have satisfactory evidence that BRIAN SPENCER is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledge it as the MANAGING MEMBER of WEST PLAIN HOLDINGS, LLC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 2 day of May, 2017

NOTARY PUBLIC  
STATE OF WASHINGTON  
AMELIA L. AUTREY  
MY COMMISSION EXPIRES  
APRIL 21, 2019



Notary name printed or typed: Amelia L. Autrey  
Notary Public in and for the State of WA  
Residing at Vancouver  
My appointment expires: April 21, 2019

**EXHIBIT "A"**

**PARCEL A**

**THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 42, EAST OF THE WILLAMETTE MERIDIAN;**

**EXCEPT THE RIGHT-OF-WAY FOR THOMAS MALLIN ROAD;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL B**

**THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 42, EAST OF THE WILLAMETTE MERIDIAN;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL C**

**THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 42, EAST OF THE WILLAMETTE MERIDIAN;**

**EXCEPT THE RIGHT-OF-WAY FOR THOMAS MALLIN ROAD;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL D**

**THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 42, EAST OF THE WILLAMETTE MERIDIAN;**

**EXCEPT THE RIGHT-OF-WAY FOR THOMAS MALLIN ROAD;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL E**

**THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**