



**RETURN NAME and ADDRESS**

TIMBERLANE INC  
12815 E SPRAGUE AVE STE 100  
SPOKANE VALLEY, WA 99216

Please Type or Print Neatly and Clearly All Information

**Document Title(s)**

Protective Covenants, Conditions, Restrictions

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

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

Timberlane INC.  
TIMBERLANE TERRACE SECOND

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

PUBLIC

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

Timberlane Terrace 2<sup>nd</sup> Addition  
L 1-6 B1, L 1-7 B2

**Assessor's Tax Parcel ID Number**

49253.9113

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

**DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
TIMBERLANE TERRACE SECOND ADDITION**

(Last Revised: 1/6/2014)

THIS INDENTURE AND DECLARATION running with the land, made this day of January 8, 2014 by Timberlane Inc., a Washington State Corporation ("DECLARANT"),

WITNESSETH

WHEREAS, DECLARANT is the owner in fee of certain real property (the "Real Property") described as TIMBERLANE TERRACE SECOND ADDITION, consisting of Lots 1-6 of Block 1 and Lots 1-7 of Block 2 (the "Lots"), as recorded in Volume \_\_\_\_\_ of Plats, pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, under Auditor's Number \_\_\_\_\_ records of Spokane County, Washington; and TIMBERLANE TERRACE SECOND ADDITION to be recorded at later date and amended hereto.

WHEREAS, DECLARANT desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW THEREFORE, DECLARANT hereby declares as follows:

ARTICLE 1

1.1 DECLARATION. The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement or tenement.

1.2 TERM. This Declaration shall be effective for an initial term, expiring December 31, 2015, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than fifty-one per cent (51%) of the Lots then subject to this Declaration.

1.3 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee ("ACC") shall consist of not more than three (3)

members who shall be appointed initially by DECLARANT and remain in office until such time as one hundred percent (100%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and conveyed from the homebuilder to a consumer or as determined by the Declarant. At any time prior to the resale of one hundred percent (100%) of the Lots to the consumer, DECLARANT reserves the right to extend the initial appointment of the ACC for a period of time not to exceed four (4) years from the date of the extension. DECLARANT further reserves unto itself the right to dissolve the ACC appointed by DECLARANT, thereby vesting the membership of the Homeowners Association with the authority to meet and appoint a successor ACC. The ACC may designate one person to act on behalf of the ACC. The initial ACC shall consist of Officers of Timberlane Inc. a Washington State Corporation.

## ARTICLE II

- 2.1 EASEMENTS. On each Lot, easements are reserved per recorded plat and are located on lot for utility installation and maintenance, including but not limited to power, telephone, water, sewer, drainage and gas, together with the right to enter upon the Lot at all times for such purposes. Additional easements may also be recorded if required by governmental agencies or other bodies. Within such strips no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to Utilities services improvements located therein which are the responsibility of the utility entity owning such improvements. Fencing and landscape plantings are permitted onsite and rear property lines as approved by the A.C.C.
- 2.2 SETBACKS. No building shall be located on any Lot nearer to the lot lines than required by the codes and ordinances governed by Spokane County. Builder must have specific written approval from the ACC on the placement of the house prior to commencing construction.

## ARTICLE III

- 3.1 SITE PREPARATION. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation any Lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.
- 3.2 CONSTRUCTION APPROVAL. No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and

specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon, surrounding structures and topography. If the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specification have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specification and plot plans are to be submitted to the Committee at the following address: 12815 E. Sprague Ave., Suite 100, Spokane Valley, Washington 99216, or at such other address as may hereafter be given in writing to the lot owners by the DECLARANT or the ACC.

3.3 CONSTRUCTION TIME. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting and landscaping, within six (6) months from date of start of construction except for reasons beyond the control of the lot owner, in which case a longer period may be permitted if approved by the ACC. The landscaping to be completed within the six (6) month time frame is inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard lot line to lot line, or any yard that abuts to any public or private road.

3.4 SIZE OF IMPROVEMENTS. Single family dwelling units, excluding covered parking, porches, and eaves shall have a living area of not less than 1,400 square feet for multi-level construction. Single-level dwellings must have a living area of not less than 800 square feet.

**The following shall apply to Lots 1-6 Block 1 and Lots 1-7 Block 2 of TIMBERLANE TERRACE SECOND ADDITION only: Single family dwelling units, excluding covered parking, porches, and eaves shall have a living area of not less than 1,400 square feet for multi-level construction. Single-level dwellings must have a living area of not less than 800 square feet.<sup>(1)</sup>**

3.5 ROOFS. Roofs on all buildings must be finished with class "B" or better fire retardant materials as approved by the ACC unless written approval for use of other material is granted by the ACC prior to construction.

3.6 FENCES. All fencing shall consist of non maintenance materials, i.e. Vinyl, block or other such materials. No wood fencing is allowed.

3.7 GARAGES. Garages shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted without written approval from the ACC.

3.8 Type of Construction. All structures shall be approved by ACC.

- 3.9 EXTERIOR FINISHES. Shall be of those materials presented and accepted by the ACC.

ARTICLE IV

- 4.1 BUSINESS & COMMERCIAL USE. Only the following business activities will be allowed per the guidelines of the Spokane County Zoning Code (Chapter 14.606; Urban Residential Zones): Community Residential Facility, Family day-care provider, and Home Profession. Any signs identifying the allowed business activities, must conform to the home profession signage guidelines.
- 4.2 MAINTENANCE OF STRUCTURES & LANDSCAPING. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Each homeowner must maintain all landscaping to street curb.
- 4.3 AUTO REPAIR. No major auto repair shall be permitted except within enclosed garages, which are kept closed.
- 4.4 HOUSEHOLD PETS. Household pets, as defined by the local government zoning code, are allowed. Any such pets shall not be kept, bred, or maintained for any commercial use or purpose.
- 4.5 GARBAGE AND TRASH. Each lot and residence shall be maintained by the Owner in a neat, clean, and sightly condition at all times and shall be kept free of accumulation of liter, junk, containers, equipment, building materials, and other debris.
- 4.6 NUISANCES. No NUISANCE, NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY Lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value. If the Board determines that a thing, use or pet is a nuisance, undesirable or noxious, that determination shall be conclusive.
- 4.7 TEMPORARY RESIDENCE. No mobile home, trailer, tent, shack, garage, barn, structure of a temporary character, or any other outbuilding shall be used on any Lot at any time as a residence. Declarant's sales office is the only temporary structure which shall be allowed.
- 4.8 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.
- 4.9 MAILBOXES. DECLARANT will provide one U.S. Postal System approved mailbox for each Lot at an approved cluster location

with reasonable proximity to the dwellings served thereby, or as determined by the Declarant. .

- 4.10 HOMEOWNER'S ASSOCIATION. Every Lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in the **TIMBERLANE TERRACE HOMEOWNERS' ASSOCIATION**, for the purpose of owning property and property right as common area for the benefit of homeowner's, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon. Such membership shall be appurtenance except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by the **TIMBERLANE TERRACE HOMEOWNERS' ASSOCIATION**, in accordance with these articles and/or the Articles of Incorporation of such Association, and any sums not paid with thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the lot. Homeowner dues shall be initially fixed at \$100.00 per year pro-rated at closing of home and payable yearly within thirty (30) days of due date as specified by the association.
- 4.11 COMMON EXPENSES. The following expenses shall be considered expenses in common with all the lot owners: operation and maintenance of street lighting; operation and maintenance of common area sprinkler systems; maintenance of common area landscaping, wet lands and drainage system; operation and maintenance of the common areas. Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. Certain lots in the subdivision which are located on private roads are subject to special additional assessments for plowing and maintenance of the particular road. The responsibility for the common expenses herein shall be administered by said Association.
- 4.12 COMMON AREA MAINTENANCE. Tract A and Common Area A-B shall be referred to as Common Area in Timberlane Terrace 2<sup>nd</sup> Addition. Common Area shall be maintained by DECLARANT at the expense of said Association.
- 4.13 NONLIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS. Neither the ACC nor the Homeowner's Association, nor any member thereof, shall be liable to any Owner, occupant, builder, or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

ARTICLE V

- 5.1 AMENDMENT. This Declaration can be amended at any time by DECLARANT prior to, or until the Declarant or Builder have sold 100% of the lots to the individual home owner, whichever first occurs. Thereafter, this Declaration can be amended by an affirmative majority vote of the lot owners.
- 5.2 ENFORCEMENT. The Declarant or the ACC shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth violation, DECLARANT, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. Failure of the DECLARANT or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees. Personal disputes between home owners will be mitigated by the individuals at their personal expense.
- 5.3 SEVERABILITY. Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.
- 5.4 NOTICE. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by prepaid first class US mail to the owner of public record at the time of such mailing to such owner's address as appears on the Spokane County Tax Records.

ARTICLE VI

- 6.1 DEVELOPMENT PERIOD, MANAGEMENT RIGHTS OF DECLARANT. Development period shall mean that period of time from the date of recording of this Declaration until (1) Thirty (30) days following the transfer of title to purchasers of Lots representing One Hundred Percent (100%) of the total voting power of all Lot Owners including any annexed property or property under construction to be annexed; or (2) the date on which the Declarant elects to permanently relinquish all of the Declarant's authority under this Article VI by written notice to the Owners; or (3) a date not more than thirty (30) years from the date of recording of this Declaration, whichever shall first occur. Until termination of the Development Period as aforesaid, the property shall be managed and the Association organized at the sole discretion of the Declarant.