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06/15/2004 03:37P  
Spokane Co, WA

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Tax Parcel Number(s): 34021.9003; 35354.9050; 35354.9051  
Abbreviated Legal Description: Ptn. of SE ¼ 35, Twn 25 N, Rge 43 East W.M.

Additional Legal Description on Page: See Exhibit "A" attached hereto

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TRICKLE CREEK

Unofficial Document



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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
TRICKLE CREEK

This Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by PCI Properties LLC, a Washington Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Spokane, State of Washington, which is identified as Trickle Creek specifically described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property", and

WHEREAS, Declarant has subdivided the property into separate lots and streets, and has constructed, or will construct thereon, certain community improvements and residential dwellings establishing a residential community, and

WHEREAS, the development shall be hereinafter referred to as "Trickle Creek," and each owner shall receive fee or equitable title to an individual lot (with the right and obligation to construct a dwelling thereon) and a membership in Trickle Creek Homeowners Association, which shall be a Washington nonprofit corporation and which have certain ownership, administrative, and maintenance responsibilities in Trickle Creek, and

WHEREAS, Declarant intends by this document to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said lots and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the property, and every part thereof, in accordance with the plan for the improvements of the property and the division thereof into a residential subdivision. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any rights, title, or interest in or to any part of the property.

ARTICLE 1  
DEFINITIONS

1.1 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the common property which is to be paid by each lot owner as determined by the Association under this Declaration.



1.2 "Association" shall mean and refer to the Trickle Creek Homeowners Association, a Washington nonprofit corporation, the members of which shall be owners of the lots in Trickle Creek.

1.3 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.4 "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

1.5 "Common Expenses" means and includes the actual and estimated expenses of administration of the Association, and of the maintenance, repair, or replacement of those parts of the project for which the Association is responsible, and any reasonable reserve, for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the project documents.

1.6 "Common Property" shall mean and refer to the land or easements, together with any improvements constructed, or to be constructed thereon, described as such on Exhibit "B" attached hereto and incorporated herein by this reference.

1.7 "Declarant" shall mean and refer to Trickle Creek, LLC, and Paras Construction, Inc., and its successors-in-interest and assigns with respect to the property, but shall not include members of the public purchasing lots in Trickle Creek.

1.8 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.9 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed, or to be constructed, upon any individually owned lot in Trickle Creek.

1.10 "Trickle Creek" shall mean and refer to the entire property, including all structures and improvements erected, or to be erected thereon, and sometimes referred to herein as the "Project."

1.11 "Lot" shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the property according to the Subdivision or Planned Unit Development Plat, and sold or held by sale to members of the general public. The term lot shall not, however, include Common Property.

1.12 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.



1.13 "Owner" or "Owners" shall mean and refer to the record owner, or holder of fee or equitable title to a lot in the project. This shall include any person having a fee simple title to any lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner."

1.14 "Phase" shall mean and refer to a particular parcel of property which is or shall become part of the Property pursuant to the recordation of an appropriate Declaration of Annexation.

1.15 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision or Planned Unit Development Plat and Bylaws of the Association, and the rules and regulations for the members as established from time to time.

1.16 "Property" or "Properties" means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with Trickle Creek.

#### ARTICLE 2

#### DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

2.1 Description of Trickle Creek. Trickle Creek consists of the underlying property with the residential dwellings and all other improvements and systems located, or to be located thereon, regardless of the ownership thereof.

2.2 Common Property. The Common Property shall consist of the following:

- (a) Roads and pathways;
- (b) Sewer systems;
- (c) Water systems;
- (d) Drainage systems; and
- (e) Park and Entry Statements

all more particularly described in Exhibit "B."

2.3 Conveyance of Common Property. The Declarant shall construct all improvements on the Common Property and convey to the Association the Common Property, together with, the improvements constructed thereon, upon completion of the improvements. Thereafter, the Association shall maintain, restore, and/or replace the improvements on said Common Property.



ARTICLE 3  
ASSOCIATION, ADMINISTRATION, MEMBERSHIP  
AND VOTING RIGHTS

3.1 Association to Manage Trickle Creek. The owners of all the lots covenant and agree that the administration of Trickle Creek shall be in accordance with the provisions of this Declaration and the Bylaws of the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations, and ordinances of any governmental, or quasi-governmental body, or agency having jurisdiction over Trickle Creek. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration.

3.2 Membership. The owner of a lot shall automatically, upon becoming an owner, be a member of the Association, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Bylaws of the Association.

3.3 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the lot to which it is appurtenant, and then only to the new owner. Any attempt to make a prohibited transfer is void. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of his lot, the Association shall have the right to record the transfer upon its books, and thereupon the old membership outstanding in the name of the seller be null or void.

3.4 Classes of Membership. The Association shall have two (2) classes of voting membership established according to the following provisions:

3.4.1 Class A Membership. Class A Membership shall be that held by each owner of a lot other than Declarant, and each Class A Member shall be entitled to one (1) vote for each lot owned upon expiration of Class B Membership. If a lot is owned by more than one (1) person, each such person shall be a member of the Association, but there shall be not more than one (1) vote for each lot.

3.4.2 Class B Membership. Class B Membership shall be that held by Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each lot owned by Declarant; provided, that Class B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time.

3.4.2.1 When the last lot is sold by Declarant; or



3.4.2.2 On the tenth (10th) anniversary of the recordation of this Declaration.

3.5 Voting Requirements. Except where otherwise expressly provided in this Declaration or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (both classes) of the Association.

3.6 Commencement of Voting Rights. Voting rights attributable to any lot, shall not vest until that lot shall also be subject to assessment obligations to the Association, pursuant to Article 4 below.

3.7 Membership Meetings. Regular and special meetings of members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

3.8 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established, and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

#### ARTICLE 4 MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within Trickle Creek, hereby covenants, and each owner of any lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) general annual assessments or charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs, and actual attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. No owner of a lot may exempt himself from liability for the contribution toward the common expenses by waiver of the use or enjoyment of any part of Trickle Creek or by the abandonment of his lot.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all the residents of Trickle Creek, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs, and replacement of those areas and facilities owned and managed by the Association, and which must be replaced on a periodic basis. Specifically, and without limiting the generality of the foregoing, the assessments shall be used to cover expenses of administering the Association, of enforcing the covenants, conditions, and restrictions of Declaration, of providing



for the insurance for the Association, and of providing for the maintenance, repair, and replacement of common property.

4.3 General Annual Assessment. Commencing upon the closing of the sale of the first lot by Declarant, the regular annual assessment per lot shall be approximately One Thousand Six Hundred Dollars (\$1,600.00) per year payable in equal monthly installments due on the 1<sup>st</sup> day of each month. If the regular annual assessment is known at time of closing of the sale, Declarant shall provide at closing the final budget for all Association dues and establish monthly dues accordingly. Each lot's share of the first Association fiscal year shall be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the annual assessment against each lot at least sixty (60) days in advance of the beginning of each fiscal year. The Association's fiscal year shall be January 1 through December 31.

4.4 Special Assessments. In addition to the regular assessments authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement within Trickle Creek, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment. Special assessments may also be levied against an individual lot and its owner to reimburse the Association for costs incurred in bringing that owner and his lot into compliance with the provisions of this Declaration and the Bylaws, including attorneys' fees and costs.

4.5 Allocation of Assessments. Each lot, including lots owned by Declarant, shall bear an equal share of each regular and special assessment (except for special assessments imposed against an individual lot and its owner under the preceding subparagraph).

4.6 Date of Commencement of Assessment; Due Dates. The general annual assessments provided for herein shall commence as to each lot in Trickle Creek at the time of closing of the sale of the first lot in Trickle Creek, prorated daily, unless common area improvement are not in. Due dates of the assessments shall be established by the Board of Directors and be set forth in an annual notice, along with the amount of the general annual assessment.

4.7 Transfer of Lot by Sale or Foreclosure. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the lots including such mortgagee. In a voluntary conveyance of a lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses 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, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments due the Association, and such



grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be eligible for any such assessment becoming due after the date of any such statement.

4.8 Enforcement of Assessment Obligations; Priorities, Discipline. If any part of any assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) sums shall be assessed for each month, or fraction thereof, from the due date until the assessment and all late charges are paid. Each assessment shall constitute a lien on each respective lot prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney, or other person authorized by this Declaration, or by law to make the sale, after failure of the owner to pay such assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the lot owners, shall have the power to bid for the lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, including actual attorneys' fees and costs, and may temporarily suspend the Association membership rights of a lot owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

## ARTICLE 5 DUTIES AND POWERS OF THE ASSOCIATION

5.1 Duties and Powers. In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

5.1.1 Expend Association funds to maintain, repair, replace, and manage all common property, and all property that may be acquired by the Association.

5.1.2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and the commencement of actions.

5.1.3 Maintain such policy or policies of insurance as are required by this Declaration, or as the Board deems necessary or desirable, in furthering the purposes of and protecting the interests of the Association and its members.

5.1.4 Have the authority to employ a manager, or other persons, and to contract with independent contractors, or managing agents, to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by



any governmental, or quasi-governmental, body or agency having jurisdiction over Trickle Creek.

5.1.5 Adopt reasonable rules not inconsistent with this Declaration, or the Bylaws relating to the use of particular areas within Trickle Creek, and the conduct of owners and their tenants and guests with respect to the property and other owners.

5.1.6 Establish one or more checking or savings accounts in the name of the Association with any bank, savings association or credit union doing business in Spokane County, Washington and designate signatories thereon.

## ARTICLE 6 UTILITIES

6.1 Owners' Rights and Duties. The rights and duties of the owners of lots within Trickle Creek with respect to utilities shall be as follows:

6.1.1 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within Trickle Creek, which connections, or any portion thereof, is in or upon lots owned by other than the owner of a lot served by said connections, the owners of any lots served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have the utility companies enter upon the lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

6.1.2 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within Trickle Creek, which connections serve more than one lot, the owner of each lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

6.2 Easements for Utilities and Maintenance. Easements over and under the property for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, such as may be hereafter reasonably required to service the property, are hereby reserved by Declarant and its successors-in-interest and assigns, including the Association, together with the right to grant and transfer the same; provided, however, that no such reservation or grant of an easement shall unreasonably interfere with the use or occupation of any lot by its owners, or the construction of a dwelling on any lot.



6.3 Underground Utilities. In the interest of public health and safety, and in the interest of avoiding the presence of unsightly poles and structures, all utilities to be installed within TRICKLE CREEK shall be buried in accordance with the best standard practices presently in use for the burying of such utilities and as provided by the Architectural Committee.

ARTICLE 7  
COVENANTS FOR MAINTENANCE AND CONSTRUCTION

7.1 Lots to be Kept in Good Repair. Each owner shall keep all lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to, the painting (or other appropriate external care) of all buildings and other improvements. The Association shall maintain lawns and yards on lots, including seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery. Garage interiors must be maintained in a clean and orderly manner, so as to avoid the danger of fire.

7.2 Commencement and Completion of Construction. All construction shall be completed within 12 months from the date of commencement of construction.

ARTICLE 8  
USE RESTRICTIONS: GENERAL COVENANTS

8.1 TRICKLE CREEK Governmental Regulation; Strictest Standards Control. Restrictions contained herein shall not be construed as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or Trickle Creek covenants shall be taken to govern and control.

8.2 Restriction Against Manufacturing or Commercial Enterprise. No trade, craft, business, profession, commercial, or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any lot, or within any building located on a lot. No goods, equipment, materials, supplies or vehicles (including buses, trucks and trailers of any description) used in connection with any trade, service, or business wherever the same may be conducted, shall be kept, parked, stored, dismantled or repaired outdoors on any residential lot or on any street within Trickle Creek. Nothing shall be done on any lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office such as, but not limited to, insurance, accounting or real estate.

8.3 Land Use and Building Type. No Lot shall be used except for residential purposes. Except as provided herein, no building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed the height allowable by the Spokane County Zoning Code, and a private attached garage for not less than two cars. The location and design of any building or structure detached from the dwelling, for the purpose of



storage, housing swimming pool equipment, cabanas, gazebos and similar structures are subject to approval of the Architectural Committee.

8.4 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8.5 Restriction Against Subdividing. No lot shall be split, divided, or subdivided for sale, resale, or gift for the purpose of creating another building site.

8.6 Disposable Items. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including, particularly, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the real property. Garbage and similar solid waste shall be kept in sanitary containers well suited for the purpose.

8.7 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, and two large signs used by the Declarant to advertise the property during the construction and sales period. This includes political signs and advertising signs. Monument signs designating the entrance to Trickle Creek, are expressly permitted.

8.8 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8.9 Animals.

8.9.1 No animals, livestock or poultry of any kind may be raised, bred or kept on any lot. However, cats, dogs, birds or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose. All animal waste, including that disposed on any lot, street, or common area in Trickle Creek, shall be immediately cleaned by the animal's owner and be properly disposed of in a waste receptacle. The Association common areas shall not be used as a place for dogs to deposit excrement.

8.9.2 No owner shall have more than 2 dogs or cats. Any animals not restricted shall be properly sheltered and cared for.



8.9.3 Dogs shall be leashed or penned, and not allowed to run loose. Dog kennels or runs must be approved by the Architectural Control Committee. No dogs with pit bull or wolf breeding may be kept within Trickle Creek. These dogs include pit bulls, rotweilers, doberman pinchers, wolf crosses. In addition most insurance companies will not insure these dogs.

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

8.11 Recreational Vehicles and Equipment. Recreational vehicles, including campers, toppers, motor homes, camp trailers, boats, motorcycles, snowmobiles and the like, must be stored in an attached enclosed garage.

8.12 External Lights. All external lighting shall be non-glare and approved by the Architectural Committee prior to installation.

8.13 Vehicles. No vehicle in excess of 6,000 pounds gross weight may be kept, parked or stored on any residential lot. No vehicle (including campers, motor homes, boats, trucks and trailers of any description) may be dismantled or repaired outdoors on any residential lot or on any street within Trickle Creek for a period in excess of 48 hours. No vehicle may be parked on any street in Trickle Creek for more than 48 hours. Streets are not be used for permanent parking by the Lot owner, even if they are coming and going on a daily basis. Parking on streets should be for guests of the Lot owner only.

8.14 Antennae. No external radio or television antennae, or transmitters shall be permitted. Parabolic reflectors (satellite dish antennae and wireless cable receivers) less than 20 inches in diameter may be permitted with prior written approval of the Architectural Committee and obtained in the manner described in Section 9.1. In no case will a satellite dish be permitted on a section of the home that is visible from the street.

8.15 Energy Devices. Energy generating and storage facilities, including, but not limited to, solar panels and their appurtenances, fuel tanks, auxiliary generators, heat pumps and air conditioning compressors, shall be designed and placed in aesthetic harmony with the other improvements to which they are appurtenant, as determined by the Architectural Committee, and shall be insulated so as not to produce an unreasonable level of noise.

8.16 Firearms. The discharge of firearms or explosives is prohibited, except as required for construction work duly authorized by the Architectural Committee.

8.17 Clotheslines. No exterior clotheslines shall be erected or maintained, and there shall be no outside laundering or drying clothes.



ARTICLE 9  
ARCHITECTURAL CONTROL

9.1 Approval of Plans by Architectural Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein or thereto including but not limited to repainting of the exterior of the dwelling and accessory structures be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external design, color and location in relation to surrounding structures and topography by an Architectural Committee composed of the Declarant and other members to be determined by the Declarant. After construction, all repainting of exterior house and accessory structures, alterations to landscaping, fences, and retaining walls shall be approved by Architectural Committee.

9.1.1 There shall be not less than three (3) members of the Committee.

9.1.2 Declarant will appoint all of the original members of the Committee until the Declarant has sold the last lot in Trickle Creek.

9.1.3 After Declarant has sold the last lot in Trickle Creek, owners shall have the power to appoint all of the members of the Committee.

9.1.4. In the event of additional phases or additions of Trickle Creek being platted by Declarant, or its successor in interest, the Architectural Committee shall perform the function of the Architectural Committee in each such phase or addition, and the membership of the Architectural Committee shall be determined by the Declarant in all phases or additions to Trickle Creek.

9.2 Specification of Reasons of Disapproval. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

9.2.1 The failure of such plans or specifications to comply with any of the Trickle Creek restrictions.

9.2.2 Failure to include information in such plans and specifications as may have been reasonably requested.

9.2.3 Objection to the exterior design, appearance, color or materials of any proposed structure.



9.2.4 Incompatibility of any proposed structure or use with exiting structures or uses upon other lots in the vicinity.

9.2.5 Objection to the location of any proposed structure upon any lot or with reference to other lots in the vicinity.

9.2.6 Objection to the grading plan for any lot.

9.2.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure.

9.2.8 Objection to parking areas proposed for any building on the grounds of

- (a) incompatibility to proposed uses and structures on such Lots, or
- (b) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or

9.2.9 Objection to the obstruction of views created by the proposed structure.

9.2.10 Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures, or uses inharmonious with the general plan of improvement of Trickle Creek or with structures or uses located upon other lots in the vicinity.

In any case, where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

9.3 Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the owner submitting the plans and specifications, identify the lot involved, and the following information about the proposed structure:

9.3.1 The location of the structure upon the lot which shall include staking of the location of the structure upon the lot;

9.3.2 The elevation of the structure with reference to the existing and finished lot grade;

9.3.3 The general design;



9.3.4 The interior layout;

9.3.5 The exterior finish materials and color, including roof materials;

9.3.7 Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

9.3.8 Appropriate provision for stormwater drainage shall be incorporated into each lot and approved by the Committee. It is the sole responsibility of the owner to provide appropriate protection for his dwelling for stormwater or other drainage.

9.4 Approval Procedures. Within fourteen (14) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within fourteen (14) days of submission, copies of plans and specifications shall be delivered to the owners of adjacent lots within Trickle Creek, together with a statement to the effect that (1) the plans and specifications have been submitted to the Committee; (2) fourteen (14) days have passed since the date of the submission and no action has been taken on the plans and specifications by the Committee; and (3) unless a legal action by the owners to enjoin the construction pursuant to the submitted plans and specifications is filed within ten (10) days after receipt of the delivered copies, construction will be commenced pursuant to the plans and specifications. If no legal action to enjoin the construction is commenced within ten (10) days of delivery of the copies of the submitted plans and specifications to adjacent property owners, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced.

9.5 Unapproved Construction; Remedies. If any structure shall be altered, erected, placed or maintained upon any lot, or any new use commenced on any lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article 9, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 9 and without the approval required herein, and upon fifteen (15) days' written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

9.6 Dwelling Quality and Size. The ground floor area of a single-story rancher, exclusive of open porches and garages, shall be at least one thousand five hundred (1,500) square feet. Both floors of the two-story structure, exclusive of open



porches and garages, shall be two thousand (2,000) square feet. The ground floor are of the main structure, exclusive of open porches and garages, for a four level residence shall be two thousand two hundred (2,200) square feet, finished on three levels. All structures must incorporate at least a two-car garage with a finished driveway or private drive. All changes to driveway or private drives and finishes must be approved by the Architectural Committee.

9.7 Restriction Against Raising Height of Grade. Neither the buyer nor any person or persons claiming under him shall or will at any time raise the grade of any lot or lots herein conveyed above the grade established or change existing grade of any common area to be established by Declarant unless approved by the Architectural Committee.

9.8 Restriction Against Excavation and Grading. No excavation for stone, gravel, or earth shall be made on any lot except for walls, basements, or cellars of dwellings; provided, however, that Declarant reserves the right at any time prior to sale of any lot to excavate and grade on the conveyed lot, and to remove material from or deposit material on such lot in connection with the work of laying out and improving; provided, further, that Declarant may waive this privilege as to any lot on which a buyer may desire to erect a building before that date.

9.9 Restrictions as to Building Materials - Covering Outside Walls. No residence or structure shall be built on any lot which shall use materials for siding or roofing which have not been approved by the Architectural Committee.

9.10 Restrictions as to Roof Material. All roof materials shall be architectural grade composition shingles with a 30-year warranty and be "weathered wood" color, unless otherwise approved by the Architectural Committee.

9.11 Restriction as to Fences - Height and Style. Until such time the Architectural Committee adopts written guidelines for fence and wall construction, no fence or wall shall be erected on any lot without the prior written approval of the Architectural Committee. Thereafter, all fences and walls shall be erected and maintained in conformity with the written guidelines of the Architectural Committee.

9.12 Landscaping. No aspen or poplar trees are permitted. All rear yard landscaping shall be completed within one (1) year of the sale of the Lot.

9.12 Mandatory Reconstruction. All buildings must have adequate insurance to fully rebuild in case of fire or other disaster, and the owner shall immediately rebuild or repair.

9.13 Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour, upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon, and across the residential lots for the purpose of making and carrying out such inspections.



ARTICLE 10  
GENERAL PROVISIONS

10.1 Enforcement. The Association, or an 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, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party in any such proceeding shall be entitled to an award of attorneys' fees and costs. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a seventy-five per cent (75%) affirmative vote of association members as provided in Article III. No such waiver, termination, or modification shall be effective until a proper instrument in writing shall be executed by the Association and recorded in the office of the Auditor for the County of Spokane, State of Washington. This Declaration may be amended by the Declarant as it deems appropriate for the betterment of Trickle Creek development.

10.4 Conveyance. Each Owner accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns, to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

10.5 Exceptions. Exceptions to any of the above-listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of these covenants and restrictions.

10.6 Calendar Year. The year for record keeping and other business and related transactions of the Homeowners Association shall be a calendar year.

10.7 Limitation of Restrictions on Declarant. Declarant is performing certain work in connection with the subdivision of the Property and the construction of community improvement thereon. The completion of that work and sale of lots is essential to the establishment of welfare of the property as a residential community. In order that said work may be completed and said



property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

10.7.1 Prevent Declarant, its contractors or subcontractors, from doing on the property or any lot whatever is reasonably necessary or advisable in connection with the completion of the work; or

10.7.2 Prevent Declarant or its representatives from erecting, constructing or maintaining on any part or parts of the property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

10.7.3 Prevent Declarant from maintaining such sign, or signs, on any of the property as may be necessary for the sale, lease, or disposition thereof.

DECLARANT:

PCI PROPERTIES, LLC

George Paras  
By: GEORGE PARAS, Manager

STATE OF WASHINGTON )

) ss.

County of Spokane

I certify that I know or have satisfactory evidence that George Paras signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Manager of PCI Properties, LLC, to be the free and voluntary act of such company, for the uses and purposes mentioned in the instrument.

DATED: 6.11.04, 2004.

Stacy Bruce  
NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane  
My appointment expires: 5.10.07

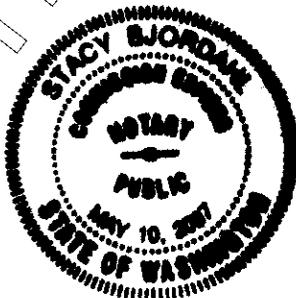




EXHIBIT "A"  
LEGAL DESCRIPTION OF  
TRICKLE CREEK

That portion of the Southeast one-quarter of Section 35, Township 25 North, Range 43 East and a portion of Government Lot 2 of Section 2, Township 24 North, Range 43 East, W.M., Spokane County, Washington described as follows:

Commencing at the South one-quarter corner of said Section 35 marked by a 10 inch by 6 inch stone with an 'x' on the North side, said 'x' bears South 18°51'11" West a distance of 0.04 feet from a 1-inch rebar;

Thence South 88°33'56" East along the South line of said Southeast one-quarter a distance of 935.78 feet to the **TRUE POINT OF BEGINNING**;

Thence through the following 7 courses:

- 1) North 28°11'33" West a distance of 15.51 feet;
- 2) North 48°03'32" West a distance of 70.23 feet;
- 3) North 88°55'38" West a distance of 41.39 feet;
- 4) North 57°46'34" West a distance of 113.98 feet;
- 5) South 32°39'55" West a distance of 60.98 feet;
- 6) North 57°20'05" West a distance of 32.00 feet;
- 7) North 53°57'22" West a distance of 127.85 feet to a point on the Easterly line of a stormwater and sanitary sewer easement recorded under Auditor's File Number 4489684, records of Spokane County;

Thence along said Easterly line through the following 5 courses:

- 1) North 37°00'44" East a distance of 20.87 feet;
- 2) North 30°18'28" East a distance of 94.00 feet;
- 3) North 34°40'18" East a distance of 183.94 feet;
- 4) North 31°58'42" East a distance of 176.74 feet;
- 5) North 16°53'13" East a distance of 106.35 feet to a point on the line accepted as the North line of the South half of the Southwest one-quarter of said Southeast one quarter as shown on a Record of Survey recorded in Book 86 of Surveys, Page 61 records of Spokane County;

Thence South 88°39'43" East along said North line a distance of 436.63 feet to a ½" rebar with yellow plastic cap marked "7317" marking a point on the Westerly line of Glenrose Road C.P.H. No 69 right-of-way;

Thence South 00°58'50" West along said Westerly line a distance of 968.62 feet to a ½" rebar with yellow plastic cap marked "7317" marking a point on the South line of said Government Lot 2 and as shown on said Record of Survey;

Thence North 87°45'02" West along said South line a distance of 341.31 feet;

Thence North 01°55'50" East a distance of 270.58 feet;

Thence North 28°11'33" West a distance of 34.98 feet to the **TRUE POINT OF BEGINNING**;

Containing 469,346 square feet or 10.77 acres.



EXHIBIT "B"

COMMON PROPERTY

1. Roads
2. Sewer Systems
3. Entry Monuments
4. Water Systems
5. Drainage Systems
6. Roadway Buffers
7. Perimeter Fencing

Unofficial Document