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1100 U.S. Bank Building  
422 W. Riverside  
Spokane, WA 99201  
509/624-5265

GRANTOR/GRANTEE

WEST MEADOWS SPOKANE LLC

Tax Parcel Number(s):

24041.9029

Abbreviated Legal Description:

Ptn of Gov't Lots 1, 2, 7, 8, in NE ¼ of Sec 4  
Twn 24 N, Rge 42 EWM

Additional Legal Description:

See Exhibit "A" attached hereto

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WEST MEADOWS

Unofficial Document



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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WEST MEADOWS

This Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by West Meadows Spokane 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 West Meadows, specifically described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property", and

WHEREAS, Declarant intends to subdivide the Property into separate lots and streets, and has constructed, or will construct thereon, certain community improvements and will establish a residential community consisting of single-family housing, and

WHEREAS, the development shall be hereinafter referred to as "West Meadows", 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 West Meadows Homeowners Association, which shall be a Washington nonprofit corporation and which have certain administrative and maintenance responsibilities of the Property, 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 "Architectural Control Committee" (hereinafter also referred to as "Committee"), shall mean and refer to the Declarant or such different, additional or replacement person(s) as the Declarant shall select. At such time as all Lots have been sold by the Declarant, the Declarant may appoint not less than three (3) of the Lot Owners for membership on the Committee, and Declarant shall have no further responsibility for the Committee or obligations relating thereto. On the first calendar year anniversary of the Declarant relinquishing its position as the Committee, the members thereof shall be replaced by a vote of not less than a majority of the Lot Owners, with each Lot being entitled to one vote, regardless of the number of individual Owners of such Lot. The members of the Committee so elected shall have terms of three years, and their successors shall be elected as described herein.

1.2 "Assessment" shall mean that portion of the Common Expenses which are to be paid by each Lot Owner as determined by the Association under this Declaration.

1.3 "Association" shall mean and refer to the West Meadows Homeowners Association, a Washington nonprofit corporation, the Members of which shall be Owners of the Lots in West Meadows and any property annexed thereto.

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

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

1.6 "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 Property or Common Property 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 the Board.

1.7 "Common Property" shall mean and refer to the land, together with any improvements constructed or to be constructed thereon, described as such in Section 3.2.

1.8 "Declarant" shall mean and refer to West Meadows Spokane LLC, and its successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing Lots in West Meadows.



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

1.10 "Design Guidelines" shall mean the architectural, design, development, landscaping, and other guidelines, standards, controls, and procedures, including but not limited to, application and plan review procedures, adopted pursuant to Article Nine and applicable to the Property.

1.11 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed, or to be constructed, upon any individually owned Lot in West Meadows.

1.12 "West Meadows" shall mean and refer to the entire Property (including any property properly annexed to the Property), (including all structures and improvements erected, or to be erected thereon, and sometimes referred to herein as the "Project."

1.13 "Lot" shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the Project according to the plat of record on file with the Spokane County Auditor, and sold or held by sale to members of the general public. The term Lot shall not, however, include Common Property.

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

1.15 "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."

1.16 "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.

1.17 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Plat of Record with the Spokane County Auditor, and the Bylaws of the Association, and the rules and regulations for the Members as established from time to time.



1.18 "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 West Meadows.

ARTICLE 2  
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property Hereby Subject to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration, is the real property described in Exhibit "A", attached hereto and by this reference made a part hereof, and any property properly annexed by a Declaration of Annexation.

2.2 Other Property. Only the real property described in Section 2.1 above is hereby made subject to this Declaration; provided, however, by one or more Declarations of Annexation, Declarant shall have the right, but not the obligation, to subject other real property to this Declaration.

ARTICLE 3  
DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND  
CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

3.1 Description of West Meadows. West Meadows consists of the Property with the residential Dwellings and all other improvements and systems located, or to be located thereon, regardless of the ownership thereof.

3.2 Common Property. The Common Property shall consist of drainage easements that are designated on the plat of record or are located upon any Lot and the drainage facilities constructed thereon which serve the Project.

3.3 Maintenance of Common Property. The Declarant shall construct all improvements on the Common Property. Thereafter, the Association shall maintain, restore, and/or replace the improvements on said Common Property. The Association shall maintain all drainage facilities in accordance with plans on file with the Spokane County Engineer.

ARTICLE 4  
ASSOCIATION, ADMINISTRATION, MEMBERSHIP  
AND VOTING RIGHTS

4.1 Association to Manage West Meadows. The Owners of all the Lots covenant and agree that the administration of West Meadows 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 West Meadows. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration.

4.2 Conflicts. In the event that there is a conflict between a provision of this Declaration, a mandatory provision of the Articles of Incorporation, a mandatory provision of the laws of the State of Washington, or the Bylaws as amended from time to time, then any conflict shall be resolved by giving priority to the mandatory provision of the laws of the State of Washington, then the Declaration, and finally the mandatory provision of the Articles of Incorporation shall control.

4.3 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.

4.4 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.

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

4.5.1 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.

4.5.2 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.

4.5.2.1 When the last Lot is sold by Declarant; or

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

4.6 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 before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (both classes) of the Association.

4.7 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 5.

4.8 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.

4.9 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 5 MAINTENANCE AND ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within West Meadows, except as provided in Paragraph 5.9, 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) Regular Assessments or charges for Common Property maintenance, repair and replacement, 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 West Meadows or by the abandonment of his Lot.

5.2 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 West Meadows, 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.

5.3 Regular Assessment. The initial Regular Assessment per Lot shall be \$20.00 per month. Thereafter, the Board shall determine and fix the amount of the Regular 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.

5.4 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 West Meadows, 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.

5.5 Allocation of Assessments. Each Lot, except as provided in Paragraph 5.9, 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).

5.6 Date of Commencement of Assessment; Due Dates; Changes in Assessment. The Regular Assessment provided for herein shall commence as to each Lot in West Meadows (or any Phase thereof) on the first day of the month following closing of the first sale by Declarant of each Lot in West Meadows (or Phase thereof).



Due dates of the Assessments and the amounts of the Regular Assessment for each year shall be established annually by the Board of Directors and be set forth in an annual notice.

5.7 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 the Lot(s) owned by 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 assessments in 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.

5.8 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 such unpaid assessment shall accrue interest at twelve percent (12%) per annum. 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 according to the Bylaws.



5.9 Exempt Property. Notwithstanding any other provision included in this Article 5, the following Property, which is otherwise subject to this Declaration, shall be exempt from all Assessments:

All Lots or Property owned by Declarant, except that in the event the amount of the Regular Assessment for each fiscal year is less than the actual costs of Common Property maintenance, repair and replacement, and the Association does not issue a Special Assessment therefore, Declarant shall pay said difference as an Assessment. The Association shall advise the Declarant of said difference in writing within thirty (30) days of the fiscal year end and Declarant shall pay said Assessment within fifteen (15) days of receipt of said notice.

## ARTICLE 6 DUTIES AND POWERS OF THE ASSOCIATION

6.1 Duties and Powers. In addition to the duties and powers enumerated in RCW 64.38, the Association Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

6.1.1 Expend Association funds to maintain, repair, replace, and manage all Common Property and all property that may be acquired by the Association.

6.1.2 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.

6.1.3 Maintain such fidelity bonds and 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.

6.1.4 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 West Meadows.

6.1.5 Adopt reasonable rules not inconsistent with this Declaration, or the Bylaws relating to the use of particular areas within West Meadows, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.



6.1.6 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.

6.1.7 Ensure the Association complies with the provisions of the stormwater facility plans on file with Spokane County.

## ARTICLE 7 UTILITIES

7.1 Owners' Rights and Duties. The rights and duties of the Owners of Lots within West Meadows with respect to utilities shall be as follows:

7.1.1 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within West Meadows, 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.

7.1.2 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within West Meadows, 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.

7.2 Easements for Stormwater, Utilities and Maintenance. Easements over and under the Property for the installation, repair, and maintenance of drainage facilities, 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.

7.3 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 West Meadows shall be buried in accordance with applicable laws.



**ARTICLE 8**  
**COVENANTS FOR MAINTENANCE AND CONSTRUCTION**

8.1 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. All maintenance of any Lot and all structures, parking areas, landscaping, including the grass surface areas of the drainage retention ponds, and other improvements thereon, shall be the sole responsibility of the Owner thereof.

8.2 Building and Landscaping Requirements and Restrictions.

8.2.1 Any residence or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting, within twelve (12) months after the date of commencement of construction. All front yards and landscaping, measured to the edge of the curb or sidewalk, and any adjoining median strip, including side yards of corner Lots fronting or abutting roadways, must be completed within sixty (60) days of completion of construction of the Dwelling. In the event of undue hardship due to weather conditions, this time requirement for completion may be extended for a reasonable period of time upon written approval of the Declarant. The front yard shall be measured from a line coinciding with the front wall of the main Dwelling, exclusive of any garage projections, to the street. All side and rear yard landscaping must be completed within one (1) year from the date of closing of the purchase of the residence by the Owner from the builder.

8.2.2 Setback requirements for all Lots shall be as provided in applicable laws, rules, regulations or ordinances of Spokane County.

8.2.3 All homes within the Project shall contain a garage. Carports shall not be permitted. All garages must be attached to or incorporated in and made a part of, the residence constructed upon a Lot.

8.2.4 Any fence constructed on any Lot shall be in accordance with the applicable laws, rules, regulations or ordinances of Spokane County.

8.2.5 Exterior surfaces will be of materials that are compatible with a surrounding natural landscape. Natural materials are required, such as wood siding or fiberboard, cedar shingles, stone or brick. Quality plastic siding is allowed by approval of the Architectural Control Committee. T-111 plywood siding is prohibited for any exterior building surfaces on the front. All roofing materials must be tile, wood shingles or shakes or architectural composition roofing with a rating of 235 pounds per square, or greater.



8.2.6 No Lot shall be used except for residential purposes. Each residence shall have a fully finished and enclosed minimum square feet of living area, exclusive of open porches, decks, terraces and garages, as follows: (i) for one story houses/ramblers, an area of 1,000 square feet; (ii) for multi-floored houses, including split-level entry with on-grade access only, two-story and tri-level floor plans, an area of 1,250 square feet. Any outbuilding or other ancillary building must be so designed and constructed as to be compatible in appearance with the residential building and shall not exceed four hundred (400) square feet, measured on the exterior foundation. The maximum building height of a residence on a Lot shall not exceed thirty-five (35) feet at any point, measured from the grade at which the natural contour of the ground comes in contact, at such point, with the residence, nor shall any outbuilding or other ancillary building or authorized structure be more than twenty (20) feet in height, similarly measured.

#### ARTICLE 9 ARCHITECTURAL CONTROL

9.1 Approval of Plans by Architectural Control Committee. No landscaping shall be placed on any Lot in the Property, no building, 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 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 landscape and external design, color and location in relation to surrounding structures and topography by an Architectural Control Committee composed of the Declarant and other Members to be determined by the Declarant.

9.1.1 Declarant will appoint all of the original Members of the Committee until the Declarant has sold all Lots in West Meadows.

9.1.2 After Declarant has sold all Lots in West Meadow, Owners shall have the power to appoint all of the Members of the Committee, which shall then and thereafter be comprised of three (3) Members.

9.2 Specification of Reasons of Disapproval. The Architectural Control 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 West Meadows restrictions, including but not limited to any Design Guidelines adopted by the Architectural Control Committee.



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 Any other matter which, in the judgment of the Architectural Control Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of West Meadows or with structures or uses located upon other Lots in the vicinity.

In any case where the Architectural Control 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 Control 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 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 and identify the Lot involved and the following information about the proposed structure:

9.3.1 The location of the structure on 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 with scale;



9.3.4 The interior layout;

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

9.3.6 The landscape plan, in addition to all other provisions regarding landscaping on the individual Lots as is stated in this Declaration, the following provisions shall apply:

9.3.6.1 Either at the time each home is to be constructed, or the landscaping is installed if it will occur after each home is constructed, the builder and/or Owner shall submit a landscaping plan to the Architectural Review Committee stating the details of the landscaping contemplated;

9.3.6.2 Each Lot's landscaping plan shall contain a minimum of the following: (1) a drawing to scale showing location of landscaping to be completed for the front and side yards; and (2) a description of all materials to be used; and (3) a general depiction of the location of trees or groups of trees which are to remain.

9.3.6.3 In reviewing the landscaping plans submitted, the Architectural Control Committee shall reasonably attempt to insure that the requested approval for landscaping and materials is consistent with the quality, quantity and attractiveness of landscaping and materials generally found in other housing developments similar to West Meadows;

9.3.6.4 The Architectural Control Committee is authorized but not required to establish certain minimum criteria for approval of landscaping plans if desired but it is a fundamental requirement that "Landscaping" as used hereinabove shall require more than just grass and a sprinkler system, and shall require usage of shrubbery, trees, bark, rock, and other similar materials commonly used in above average residential landscaping and that landscaping shall be performed by a qualified landscaping contractor except as allowed by the Architectural Control Committee; and

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 storm water 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 storm water or other drainage.

9.4 Plan Check Fee. All applicable individuals submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee of \$100.00 will be charged to review plans and specifications for Residences. A fee of \$25.00 will be charged for the review of other structures. Residence plan check fees will be waived if the residence is constructed within twelve (12) months from the date of purchase of the Lot. The plan check fees for other structures will be waived if such plans are submitted to the Committee within twelve (12) months of the date of initial occupancy of the residence.

9.5 Approval Procedures. Within fifteen (15) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed plans. 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. The Committee shall have the discretion to, instead of approving or disapproving the plans and specifications submitted, choose not to respond. In the event that there is no response (approval or disapproval) within fifteen (15) days of submission, copies of plans and specifications shall be personally served on the Owners of adjoining Lots within the Properties together with a statement to the effect that (1) the plans and specifications have been submitted to the Committee, (2) fifteen (15) days have passed since the date of the submission and no response has been given to 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 serving of the copies of the submitted plans and specifications to adjoining Property Owners, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the submitted plans and specifications may be commenced.



9.6 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 Review 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 Review 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.

9.7 Requirements for Subsurface and Surface Drainage. Owners must comply with Spokane County or applicable agency or governmental regulations for subsurface and surface drainage.

9.8 Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Committee shall be held harmless in the event that a structure which is authorized fails to comply with relevant building and zoning requirements. No person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans or specifications which are approved by the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee.

9.9 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 within one hundred eighty (180) days of the fire or other disaster.

9.10 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 Lot(s) and structure(s) 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.

9.11 Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact on the overall



appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variation shall only be granted if the Committee determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

9.12 Non-Liability of Committee Members. Neither Architectural Control Committee nor any Member thereof shall be liable to the Association or to any Owner to any Lot for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder. The Association and each Owner hereby voluntarily and knowingly fully and irrevocably waive any claims or liabilities they may have now, heretofore or hereafter, against the Architectural Control Committee and its Members.

## ARTICLE 10 USE RESTRICTIONS: GENERAL COVENANTS

10.1 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 West Meadows covenants shall be taken to govern and control.

10.2 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 West Meadows. 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.

10.3 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.

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



10.5 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 Property. Garbage and similar solid waste shall be kept in sanitary containers well suited for the purpose.

10.6 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 or Dwelling 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 West Meadows are expressly permitted.

10.7 Animals.

10.7.1 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 or street shall be immediately cleaned by the animal's Owner and be properly disposed of in a waste receptacle.

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

10.8 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.

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

10.10 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 Lot or street.



ARTICLE 11  
GENERAL PROVISIONS

11.1 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.

11.2 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.

11.3 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 4. 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, without a vote as provided in Article 4, at any time for a period of three (3) years from the date this Declaration is recorded or until the last Lot is sold, whichever occurs first, as it deems appropriate for the betterment of West Meadows development.

11.4 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.

11.5 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.

11.6 Protection of Declarant. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Property, will be required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or otherwise dispose of Lots therein in accordance with this Declaration shall become effective. This provision shall terminate upon the sale of the last lot.

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

11.8 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:

11.8.1 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

11.8.2 Prevent Declarant or its representatives from erecting, constructing or maintaining on any part or parts of the Property such structures including model homes 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 or otherwise; or

11.8.3 Prevent Declarant from maintaining such fences, flags, sign, or signs, on any of the Property as may be necessary for the sale or disposition thereof.

11.9 Termination of Any Responsibility of Declarant. In the event Declarant shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

11.10 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or approvals required or permitted by or from either the Declarant, the Association, or the Architectural Control Committee under this Declaration, none of Declarant, the Association, or the Architectural Control Committee shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection permission, consent or approval, whether given, granted, withheld or denied.

DATED this 20 day of September, 2006.

DECLARANT:

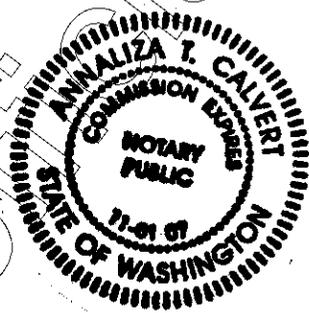
WEST MEADOWS SPOKANE LLC

Joanne Pfeil  
By: Joanne Pfeil, Member

STATE OF WASHINGTON )  
                  Skagit ) ss.  
County of Spokane )

I certify that I know or have satisfactory evidence that Joanne Pfeil signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as Member of WEST MEADOWS SPOKANE LLC, to be the free and voluntary act of such company, for the uses and purposes mentioned in the instrument.

DATED: 09-20, 2006.



Annaliza Calvert  
NOTARY PUBLIC in and for the State  
of Washington, residing at Skagit  
My appointment expires: 11-01-07

G:\R\aby John\West Meadows ICCRs FINAL.doc



EXHIBIT "A"  
LEGAL DESCRIPTION OF  
WEST MEADOWS

Those unplatted portions of Government Lots 1, 2, 7 and 8 in the Northeast Quarter of Section 4, Township 24 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

BEGINNING at the Northeast corner of said Section 4; thence along the North line of said Section 4 the following two (2) courses: 1) North 89°59'32" West 1072.50 feet to the Northwest corner of the plat of Windsor Acres, as per plat recorded in Volume "M" of Plats, page 4, records of Spokane County, and the TRUE POINT OF BEGINNING; 2) continuing North 89°59'32" West 341.39 feet to a point on the Southerly right-of-way line of Thorpe Road as shown on the plat of Spark's Five Acre Tracts, as per plat recorded in Volume "I" of Plats, at page 4, records of Spokane County; thence along said Southerly right-of-way line the following two courses; 1) South 58°30'13" West 21.39 feet; 2) South 89°05'26" West 167.93 feet; thence leaving said Southerly right-of-way line, South 00°42'43" West 810.07 feet; thence parallel with said North line of Section 4, South 89°59'32" East 526.29 feet to a point on the West line of said plat of Windsor Acres; thence along said west line, North 00°47'11" East 823.95 feet to the TRUE POINT OF BEGINNING.

Unofficial Document