

PROTECTIVE COVENANTS GOVERNING
WESTWOOD # 2 PHASE 2,

Declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified.

1. **LAND USE AND BUILDING TYPE.** No lots shall be used except for residential purposes or duplex on specified lots determined by planning Commission at time of zoning. No building shall be erected, altered, placed or permitted to remain on any other than one detached single-family dwelling.

2. **REMOVAL OF HOUSES.** No house or structure shall be moved from a point outside said tract to a point within the same.

3. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 14.

4. **DWELLING.** No more than one detached dwelling structure shall be permitted on any line lot in this plat; nor shall any lot be further subdivided for the purpose of creating additional lots or building sites without filing a replat. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one story dwelling nor less than 900 square feet for a dwelling of more than one level for single family dwellings only. All dwellings to have a double garage.

5. **BUILDING LOCATION.**

a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

b. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

c. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. **LANDSCAPING.** Front yards must be completely landscaped within one year of taking occupancy.

7. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as show on the recorded plat. Within those easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Easements for the installation and maintenance of utilities are hereby reserved at the locations shown on this plat.

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. No trailer, RV vehicle, boat, bus or motor home shall be parked in the street in front of a home for a longer period of time than 5 days and will be permanently parked out of view of passing public.

9. **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. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, maintained for any commercial purposes.

11. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition out of visual site from the street.

12. **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 on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines

extended. The same sight-line limitations shall apply on any lot within 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, and no fence can extend beyond front of dwelling

13. **MEMBERSHIP** The architectural Control Committee is composed of Mike Hume, Bob Frisch & Bob Tomlinson, or their designates.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate the successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

14. **PROCEDURE.** The committee's approval or disapproval as required in these writings shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event. If no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants to whole or in part.

16. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

18. **STREETS.** The streets shown on the plat are hereby dedicated to the public for use as public roads.

19. **STREET LIGHTING SYSTEM.** Whitworth Water District No. 2 is a municipal corporation authorized by law to operate street lighting systems and said Westwood Estates #2 Phase II Addition is within the boundaries of Whitworth Water District No. 2, and street lighting systems will be installed by Whitworth Water District No. 2 in said Westwood Estates #2 Phase II Addition for the benefit of the owners of Westwood Estates #2 Phase II Addition. Whitworth Water district No. 2 shall contract with Washington Water Power to install, maintain and operate said Street lighting Systems. The cost and expense of the installation, maintenance and operation shall be billed to and paid for by the water users within said Westwood

Estates #2 Phase II in accordance with the rules and regulations of the said District. In the event there are insufficient water users in said Addition to make such payments at a uniform rate of \$3.20 per month, or such other amount as said District may assess, the said District shall bill the owners in said Westwood Estates #2 Phase II Addition, by-monthly, and the owners shall pay within ten (10) days after billing the additional necessary amount to pay such costs and expenses.

20. PUBLIC UTILITIES. A public water system acceptable to county and state health authorities, will be made available for the plat, and individual services will be provided to each lot prior to the sale of lots

WESTWOOD #2 PHASE, 2

Robert J. Frisch
Robert J. Frisch
TFH. Corporation

Robert H. Tomlinson
Robert H. Tomlinson
TFH Corporation

Mike Hume
Mike Hume
TFH Corporation

ACKNOWLEDGEMENT
STATE OF WASHINGTON

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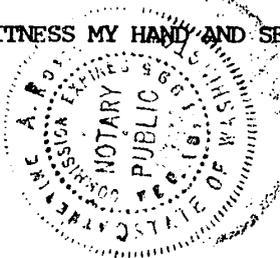
COUNTY OF SPOKANE

THIS IS TO CERTIFY THAT ON THIS 11th DAY OF MAY 1993:

Robert J. Frisch, Mike Hume, Robert H. Tomlinson

to me known as the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL THE DATE AND YEAR ABOVE WRITTEN



Catherine A. P.
Notary Public for the State of Washington,
residing at: Spokane

MIKE HUME
c/o Tomlinson North
N. 8205 Division
Spokane, Wa 99208

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