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Spokane Co, WA

After recording return to:

BRIAN C. BALCH
LAYMAN, LAYMAN & ROBINSON, PLLP
601 S. DIVISION STREET
SPOKANE, WA 99202-1335

Reference # (if applicable): 5094802 20115747-11
Grantor(s): (1) NORTHVIEW JOINT VENTURE (2)
Grantee(s): (1) NORTHWOOD PROPERTIES, INC. (2)
Additional Grantor(s) on pg. _____ Additional Grantee(s) on pg. _____
Legal Description (abbreviated): 31-26-44-N/2
Additional legal(s) on page _____
Assessor's Tax Parcel ID# 46311.9105

**DECLARATION OF ANNEXATION FOR
WOODLAND ESTATES MASTER COMMUNITY**

This Declaration of Annexation amends and modifies that Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Woodland Estates Master Community, Spokane County, Washington recorded July 9, 2004 in the Office of the Spokane County, Washington Auditor under Recording No. 5094802 (the "Declaration"). The Declaration is amended as follows:

1. The real property legally described on Exhibit "A" attached hereto ("Annexed Property"), to be platted and known as High Point at Northwood, is hereby annexed into the property covered by the Declaration in accordance with Section 10.3 of the Declaration.
2. No additional Common Area is located within the Annexed Property.
3. Additional Limited Common Areas are located within the Annexed Property that will be shown on the face of the Plat of the Annexed Property. The Limited Common Areas in the Annexed Property



consist of private roads, drainage facilities within the private roads, and ancillary structures and apparatus, which private roads are to known as Blue Spruce Lane, Black Oak Lane and Cypress Lane.

4. Storm water facilities within any Limited Common Areas located in the Annexed Property, but outside the Spokane County service area, are to be maintained by the Woodland Estates Master Homeowners Association according to the approved plans and specifications on file with the Spokane County Engineer's Office and any applicable O & M Manual therefore prepared or to be prepared by CLC Engineers, and according to any private road and drainage maintenance covenants which may now or hereafter be filed and apply to said Limited Common Areas.

5. In addition to other rights and obligations accorded to the Master Association with regard to the Annexed Property, the Master Association shall have full right and authority to do, and shall perform, the following:

a. All functions associated with management of the Annexed Property including, without limitation, collecting and administering payment of assessments for maintenance of General Common Areas of the Woodland Estates Community of which the Annexed Property is a part;

b. All functions associated with management of the Annexed Property including, without limitation, collecting and administering payment of assessments for maintenance of Limited Common Areas within the Annexed Property consisting of private roads, drainage structures in or adjacent to said private road and structures and apparatus ancillary thereto. The assessments for maintaining said Limited Common Areas in the Annexed Property will be paid solely by Owners abutting said Limited Common Areas who use said private roads as a means for primary access for ingress and egress to and from their Building Lots; and

c. All functions to be performed by the Architectural Control Committee.



It is intended that the Annexed Property will not be governed by individual covenants separately covering the Annexed Property or by a separate association established in connection with the Annexed Property. Rather, the Annexed Property shall be subject solely and entirely to the Declaration for the Woodland Estates Master Community.

6. To effectuate the provisions in Section 5, the following provisions are added with regard to the Annexed Property:

ARTICLE 14

Architectural Control

14.1 Architectural Committee. The Architectural Committee shall consist of one or more persons, all of whom shall initially be appointed by the Declarant. Declarant shall have full authority to act solely as the Architectural Committee, by authorizing one or more principals or representatives of Declarant to serve as such. Declarant shall also have authority to appoint one or more members to the Architectural Committee who are not Members of the Master Association. Declarant's authority to appoint the Architectural Committee shall continue indefinitely in spite of the fact that the Master Association has been activated and all Lots in the Annexed Property may have been transferred to purchasers with residences constructed thereon. Notwithstanding this fact, Declarant may at any time transfer the responsibility to appoint Members of the Architectural Committee to the Master Association, in which event the Master Association shall be obligated to assume responsibility for the Architectural Committee. Unless and until control of the Architectural Committee is transferred to the Master Association, any person or persons appointed by Declarant to serve on the Architectural Committee may be terminated at the sole discretion of Declarant at any time. It is the intent of the Declarant and these Covenants that Declarant shall have sole discretion and authority to control all aspects of development and construction of improvements upon the Annexed Property. Declarant may enter into agreements with one or more builders purchasing the majority of lots in any given Phase requiring Declarant to consult with such builders concerning the review and approval of any proposed plans. Nevertheless, Declarant shall have sole authority to make the final decision concerning acceptance or rejection of any such plan. If and when control of the Architectural Committee is

transferred to the Master Association, the Committee shall include at least two members who are also Trustees of the Master Association.

14.2 Prohibition of Alteration and Improvement. Subject to the exemption of Declarant hereunder, no structure, improvement, landscaping, fence, or alteration of any kind shall be commenced, erected, painted or maintained upon the Annexed Property, until the same has been approved in writing by the Architectural Committee.

14.3 Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials and location, including front, height, elevations, side and rear yard setbacks, of any such structure, improvement or alteration, including landscaping, shall be submitted to the Architectural Committee for approval. The submission of any such plans to the Architectural Committee shall require the payment of an architectural review fee in the amount of \$50.00. The Architectural Committee shall have discretion to waive or reduce the review fee under appropriate conditions, and to increase the fee to any reasonable amount to cover the time and cost of such review process, including charges for any professional services deemed necessary or advisable in the discretion of the Architectural Committee. The approval of landscaping shall include the landscaping over the entire Lot. Any landscaping approval shall be considered to be conditioned on a restriction that no trees, foliage or other growth shall be placed in any location which may grow above the highest point of any improvement allowed to be constructed on the Lot, irrespective of any other provision contained herein which specifically provides that no Owner shall have the right to unrestricted view. Upon submission of plans and specifications as required herein, the applicant shall submit two complete sets of plans one of which shall be returned following approval with the stamp of the Architectural Committee showing approval. In conjunction with the submission of plans and specifications for approval, the Architectural Committee will provide applicant with a package of necessary information and procedures, all of which must be filled out and submitted in conjunction with the application for approval. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications, or to rebuild in accordance with plans and specification previously approved by the Architectural Committee.

The Architectural Committee shall consider and act upon any and all plans and specifications submitted for its



approval under this Article and perform such other duties as from time to time shall be appropriate, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. Any application submitted to the Architectural Committee pursuant to this Article shall be deemed approved, unless written disapproval or a request for additional information or materials by the Architectural Committee shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by the Architectural Committee of all required materials.

14.4 Architectural Committee May Adopt Rules. The Architectural Committee may adopt or revise rules and regulations regarding the nature, kind, shape, color, size, materials, location and setbacks of structures or improvements within the Annexed Property. Any such adopted rules and/or regulations shall be set forth in writing and available at all times in the office of Declarant.

14.5 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any Member thereof shall be liable to the Master Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee or member. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed structure, improvement or alternation, on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Annexed Property generally, as determined by the Architectural Committee in its discretion. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or legal requirements.

14.6 Contractor. No home may be constructed on any Lot other than by a contractor licensed as general contractor under the statutes of the State of Washington without the prior approval of the Architectural Committee.

Each Lot within the Property is hereby declared to have an easement over all adjoining Lots and the Common Area and General Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building, or any other unintended cause.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air conditioning facilities, 208 drainage swales, cable or master television antenna lines, drainage facilities, walkways, landscaping and street lighting, signage for marketing and location and name of various Phases, and other utilities and services which may be convenient or appropriate, as may be hereafter required or convenient to serve the Property and/or other phases within the overall development. Declarant expressly reserves the right to grant to Spokane County, Pasadena Irrigation District, Avista Utilities, U.S. West Communications, and the successors of any of the above, as well as other utilities and public authorities which may now or hereafter provide utilities or services within the Property and/or other Phases in Woodland Estates Community, such written easements as may be necessary or appropriate, in the discretion of Declarant, for the installation, maintenance and repair of utility facilities.

7. As to the Annexed Property, Section 8.8 is amended in its entirety to read:

8.8 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept in any Building Lot or dwelling, or on any portion of the Property; except that no more than three (3) usual and ordinary household pets, such as dogs, cats, or birds may be kept outdoors, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Keeping dogs under reasonable control shall include keeping dogs contained within the Owner's Building Lot when not on a leash, either by sufficient fencing, an "invisible fence" type restraint system, or other equally effective means of containing the dog within the Building Lot. Outside an Owner's Building Lot, all dogs must be restrained on leashes. Any dog kennel or similar structure for enclosing dogs within a Building Lot must be approved in advance by the Architectural Committee, in its discretion.

Owners shall keep their dogs from barking excessively in any area where such barking can be heard from outside the Building Lot. Continued barking after receipt of three warnings from the Architectural Committee and/or an owner of another Building Lot who is being affected by the noise of such barking shall be considered excessive barking and a nuisance, entitling such affected owner and/or Architectural

Committee to take appropriate action to assure that such excessive barking is eliminated. Barking no more than occasionally to alert the Owners of the need to let the dog into a house, to warn of strangers coming to the Building Lot, and the like shall be permitted. Leaving a dog outside the dwelling for prolonged periods while the dog is frequently barking will be also be considered excessive.

NO DOGS WITHIN WOLF OR PIT BULL BREEDING SHALL BE PERMITTED ANYWHERE ON THE PROPERTY BY ANY PERSON FOR ANY REASON AT ANY TIME. Prohibited dogs include, but are not necessarily limited to, the American Stafford Shire Terrier or Stafford Shire Bull Terrier as defined by the American Kennel Club, the American Pit Bull Terrier as defined by the United Kennel Club, Rottweilers, Doberman Pinchers, and wolf-crosses.

8. This Declaration of Annexation is executed by Declarant to annex additional real property pursuant to Section 10.1 of the Declaration. This Declaration of Annexation shall be effective upon its recordation with the Spokane County, Washington Auditor.

Except as amended, the Declaration shall remain in full force and effect as originally drafted.

NORTHVIEW JOINT VENTURE

BY: NORTHWOOD PROPERTIES, INC.

By: *Theodore G. Gunning*
Theodore G. Gunning, Pres.

By: *Diane D. Gunning*
Diane D. Gunning, Secretary

BY: NORTHVIEW VENTURE, L.L.C.

By: *Bryan A. Walker*
Bryan A. Walker, President of
Landworks Development, Inc.,
Member



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NORTHWOOD PROPERTIES, INC.

By: *Theodore G. Gunning*
Theodore G. Gunning, Pres.

By: *Diane D. Gunning*
Diane D. Gunning, Secretary

Unofficial Document

STATE OF WASHINGTON)
 : ss.
County of Spokane)

THIS IS TO CERTIFY that on this 7 day of December 2005, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING and DIANE D. GUNNING, President and Secretary/Treasurer, respectively, of NORTHWOOD PROPERTIES, INC., to me known to be a Partner of Northview Joint Venture, a Washington general partnership, the general partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership for the uses and purposes therein mentioned, and on oath stated that said individuals were authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

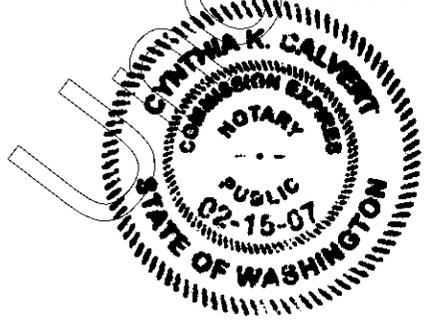


Cynthia K. Calvert
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My Commission expires: 2-15-07
Printed Name: Cynthia K. Calvert

STATE OF WASHINGTON)
 : ss.
County of Spokane)

THIS IS TO CERTIFY that on this 7 day of December 2005, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared BRYAN A. WALKER, President of LANDWORKS DEVELOPMENT, INC., to me known to be a Partner of Northview Joint Venture, a Washington general partnership, the general partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



Cynthia K. Calvert
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My Commission expires: 2-15-07
Printed Name: Cynthia K. Calvert



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TRANSACTION, TITLE INS CO DEC \$42.00

STATE OF WASHINGTON)
 : ss.
County of Spokane)

THIS IS TO CERTIFY that on this 7 day of December 2005, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING and DIANE D. GUNNING, to me known to be the President and Secretary/Treasurer, respectively, of NORTHWOOD PROPERTIES, INC., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individuals were authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



Cynthia K. Calvert

NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

My Commission expires: 2-15-07

Printed Name: Cynthia K. Calvert

Unofficial Document



TRANSACTION, TITLE INS CO DEC \$42.00

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EXHIBIT "A"

A PORTION OF THE NORTH HALF OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 44 EAST, W.M.,
BOUNDED AS FOLLOWS:

BOUNDED ON THE NORTHEAST BY THE WESTERLY LINE OF THE FINAL PLAT OF VISTA PLACE 1ST
ADDITION - WOODLAND ESTATES, RECORDED IN BOOK 30 OF PLATS, PAGES 6 AND 7, BOUNDED ON
THE EAST BY A PORTION OF THE NORTH LINE OF LOT 1, BLOCK 3 AND THE WEST LINE OF LOT 1,
BLOCK 3, OF THE FINAL PLAT OF WOODLAND ESTATES, RECORDED IN BOOK 22 OF PLATS, PAGE 98,
BOUNDED ON THE SOUTH BY THE NORTH LINE OF SAID FINAL PLAT OF WOODLAND ESTATES,
BOUNDED ON THE SOUTHWEST BY THE NORTHERLY RIGHT OF WAY LINE OF WOODLAND PARK
DRIVE AS SHOWN ON THE FINAL PLAT OF WOODLAND PINES, RECORDED IN BOOK 20 OF PLATS,
PAGE 70, BOUNDED ON THE WEST BY THE NORTHEASTERLY RIGHT OF WAY LINE OF WOODLAND
PARK LANE AND THE EASTERLY RIGHT OF WAY LINE OF NORTHWOOD DRIVE AS SHOWN ON THE
FINAL PLAT OF NORTHWOOD 5TH ADDITION RECORDED IN BOOK 20 OF PLATS, PAGE 13, BOUNDED
ON THE NORTH BY THE SOUTHERLY LINE OF THE FINAL PLAT OF BULL PINE - WOODLAND ESTATES
RECORDED IN BOOK 26 OF PLATS, PAGES 56 THRU 58;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

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