

9106050140

Max
Realtor

JUN 10 10 40 AM '91

SUPPLEMENTAL DECLARATION

OF

PROTECTIVE COVENANTS

FOR

THE COTTAGES

A PORTION OF HOMESTEAD ADDITION

E 12720 Ave
99216

KNOW ALL MEN BY THESE PRESENTS, that THE MEADOWWOOD, A JOINT VENTURE LIMITED PARTNERSHIP, a Washington Limited Partnership, duly authorized to do business in the State of Washington, and GEORGE H. WHITE, INC., a Washington Corporation, duly authorized to do business in the State of Washington, who together are the "Owners"

of the following described real property:

Block 3 in Lot 10; Lots 12, 13, 14, 15, 16 in Block 4; Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 5; Lot 5 in Block 8, and Lots 1, 2, 3, 4, 5, 6, and 7 in Block 9; all in HOMESTEAD ADDITION, as per plat thereof recorded in Volume 15 of Plats, Page 24;

All situate in the County of Spokane, State of Washington.

It is the intent and purpose that these Supplemental Protective Covenants shall apply to the above referenced real property (hereinafter referred to as "The Cottages" or the "Project"), upon recording hereof, and that additional property may be annexed to and placed under the effect of these Supplemental Protective Covenants by the Owners upon recording a Declaration of

Annexation to that effect.

At such time, if any, that any additional property is properly annexed, such additional property shall also be known as The Cottages , or a subsequent phase thereof, and these Supplemental Protective Covenants shall then apply equally to said annexed property as though originally a part hereof, but these Supplemental Protective Covenants shall have no affect on any additional property until and unless a Declaration of Annexation is recorded subsequent hereto by the above named Owners. No signatures of subsequent Lot Purchasers shall be required to effect the annexation(s).

DECLARATION

These Supplemental Protective Covenants shall be in addition to and shall not replace the existing Homestead Protective Covenants entitled Dedication of Plat and Declaration of Protective Covenants for Homestead Addition dated November 5, 1979, filed on November 15, 1979 under Spokane County Auditors File No. 7911150311 in official Volume 479, Pages 1813-1818. All provisions of the November 5, 1979 Protective Covenants shall continue to apply to the subject "Project" except where these Supplemental Protective Covenants are either more restrictive than the existing Covenants, or where the Supplemental Covenants cover or address matters not specifically covered in the existing Covenants, in which two events, the Supplemental Covenants shall control and be binding on the "Project" property and on any such validly annexed property to the "Project" property.

The Owners hereby declare and impose the following protective covenants on the real property known as The Cottages, legally described first above, and the uses to which said property may be put, said declaration constituting covenants that run with all of said land and are binding upon all persons now or hereafter owning or claiming or having any interest in said land and being for the benefit of, and as limitations upon, all present and future owners of said property, this declaration of restrictions and covenants, being for the purpose of keeping said property desirable, uniform and suitable for the uses and purposes indicated herein.

Each purchaser from the Owners or either of them, shall receive fee or equitable title to an individual lot and automatically a membership in The Cottages Homeowner's Association, which shall have certain administrative and maintenance responsibilities concerning The Cottages along with the right to assess individual lots for the cost of operation and maintenance in the carrying out of those responsibilities.

The Owners hereby declare that the property subject hereto shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, and covenants all of which are for the purpose of enhancing and protecting the value and attractiveness of The Cottages. All of the covenants shall run with the land and shall be perpetually binding upon all of the parties, their successors in interest and assigns.

The Owners desire to provide for the means to enforce rights,

reservations, easements, liens and charges and for necessary maintenance and for the delegation of the right to establish present and future building restrictions, future use, responsibilities, rights and obligations through a community organization consisting of non-profit community corporation that includes as members, all persons who own or purchase any parcel of land subject to this Supplemental Declaration. That corporation shall be known as The Cottages Homeowner's Association or such similar name as shall be approved by the State of Washington, and shall be filed as a non-profit corporation with the Secretary of State in the State of Washington according to the statutes pertaining to non-profit corporations.

Section 1. Common Property and "Start-up" Assessment.

Certain areas within the project, and as are more specifically described and/or depicted on the Project plat, will be designated as Entry ways, Project borders with or without fencing, and "208" drainage areas, with improvements thereto, and all of those improvements are hereby defined as common property. Said common property may be within the Spokane County right-of-ways. All common property shall be maintained by the Homeowner's Association. At such time as each final plat has been filed with the County of Spokane, and upon establishment of the non-profit corporation.

Each property owner by being a member of the Homeowner's Association, shall be responsible for an equal share of the cost of managing, maintaining, repairing, and improving the common property. Such obligation shall be a lien on a lot if unpaid on

the due date established by The Cottages Homeowner's Association, and shall be forecloseable in the same manner in which a mortgage lien is foreclosed under the laws of the State of Washington, PROVIDED, HOWEVER, the obligations imposed in this Section shall not include any property or lots still owned, in part or wholly, by the Owners, or any person or entity that may subsequently replace the Owners in the same capacity as the Owners.

At the time of closing of the initial purchase of each lot with a new home thereon or upon occupancy of said home, the initial purchaser shall pay to the Association a non-refundable Start-up Assessment of \$50.00 to be used to cover initial start up expenses of the Association corporation that may have been prepaid by the Owner or that may be owing.

Section 2. Sewer System and Street Lighting. The Cottages shall be serviced by sewer lines connected to a sewer system managed, maintained and repaired by Liberty Lake Sewer & Water District, and use thereof shall be subject to all rules and regulations now or subsequently imposed by the District, including but not limited to the right to charge for water and sewage use and lien any property for non-payment thereof and the mandatory use of water saving devices. Each purchaser from Owners hereby covenants and agrees, on behalf of himself and his heirs, representatives, successors and assigns that he will pay to the District all charges allocated to his lot for operation and maintenance of the sewage and water system.

Street lighting in the project will be installed by Washington

Water Power Company, and use charges therefore for the interior streets and a prorata share for the arterial streets will be assessed to the individual lot owners or to The Cottages, and shall be paid by each lot owner direct or prorated as an assessment by the Association pursuant to the provisions hereinafter stated.

Section 3. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot by acceptance of a deed or contract therefore, whether or not it should be so expressed in such deed or contract, is deemed to covenant and agree to pay to The Cottages Homeowner's Association: All regular assessments or charges, and special assessments or charges duly established and authorized by and according to the By-Laws of said Association. Said regular and special assessments, together with interest thereon, late payment penalties if provided, 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 the levy of the assessment. Each such assessment regular or special together with all attendant costs and charges heretofore mentioned, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment fell due. No purchaser of a lot, except the Owners as stated in Section 1 above, may exempt himself from liability for this contribution toward the common expenses by waiver, either express or implied, of the use or enjoyment of any part of the project or by the abandonment of his lot or by the refusal to accept the benefit flowing from the assessment. The undersigned further

authorize for, and each said lot owner by acceptance of a deed or contract therefore does hereby authorize, The Cottages Homeowner's Association to enforce the collection and recovery of all assessments in the same manner as any common debt may be collected under the laws of the State of Washington, and may enforce a lien of such assessment in the same manner and by foreclosure as a mortgage is enforced under the laws of the State of Washington.

Section 4. Allocation of Assessments. Each lot, except all lots owned by the Owners or their replacement(s), shall bear a proportionate share of each regular and special assessment.

Section 5. Use of Restrictions.

A) Use of Individual Lots. No lot or dwelling shall be occupied and used except for single family residential purposes by the owners, their tenants, and social guests; and no trade, business, profession, commercial or manufacturing enterprise or activity (other than home occupation) shall be conducted therein. As used in this paragraph the term "home occupation" shall mean only an occupation, profession or craft, carried on within a dwelling by the owner, which activity does not change the residential character of the dwelling, is conducted in such a manner as to not create any outward appearance of a business in the ordinary meaning of the term.

Provided, However, nothing in this Section shall prevent the Owners or either of them from using a residence within the development to conduct business and sell lots, on a temporary

basis only.

B) Nuisances. No noxious, illegal or offensive activities shall be carried on in any lot or dwelling, or in any part of the subject property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective lot, or which shall in any way increase any rate of insurance for any owner within the project, or cause any insurance policy to be canceled or to cause a refusal to renew the same or otherwise conflict with the spirit of this Declaration in establishing a peaceful, residential community within the project.

C) Vehicle and Equipment Restrictions. No more than one of the following vehicles, whether personal or recreational, shall be allowed and the same must be parked behind the front edge of the dwelling built and ten feet from the side lot line of any lot: travel trailer, camper, motor home, recreational vehicle, boat and trailer, commercial vehicle, bus, truck (except for purposes of loading and unloading of passengers or personal property), no inoperable automobile, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any lot, dedicated street or other area within the property, other than temporarily for emergency repairs, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks

which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board of Directors of The Cottages Homeowner's Association. No noisy or smokey vehicle shall be operated on the property. No off road unlicensed motor vehicle shall be maintained or operated upon the property, except as reasonably necessary to the execution and the rights and duties of the Owners or the Association under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business whenever conducted, shall be kept parked, stored, dismantled, or repaired outdoors on any lot, or any dedicated street within the project.

No vehicles may be kept or parked on a permanent basis on any of the public streets within the project.

D) Signs. No signs shall be displayed to the public view on any lots or on any portion of the property except such signs as are approved by The Cottages Homeowner's Association. "For Sale" or "For Rent" signs shall be allowed, provided they do not exceed five (5) square feet in size.

E) Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept in any lot or dwelling, or on any portion of the property; except that no more than two (2) 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. The Board of Directors of The Cottages Homeowner's Association may enact reasonable rules and promulgate the same, respecting the keeping of animals within the project, and may prohibit or limit the maintenance of barking dogs within the project.

F) Garbage and Refuse Disposal). All rubbish, trash and garbage shall be regularly removed from the property at each owner's expense, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view from the dedicated streets.

G) Right to Lease. Except for a dwelling in possession of a lender following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, the respective dwellings shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the dwelling are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the owners of the respective lots shall have the absolute right to rent out the dwellings (but not less than entire dwelling) provided that the rental agreement is made subject to the covenants, conditions,

restrictions, limitations and uses contained in this Declaration and the By-Laws, and any published and promulgated rules and regulations adopted by The Cottages Homeowner's Association. Any failure on the part of any tenant to comply with these covenants or with the By-Laws and promulgated rules of The Cottages Homeowner's Association shall constitute a default under the terms of such rental agreement.

H) Front Yard Landscaping. At the time construction of the exterior of each residence is completed, the front yards of each residence shall be landscaped by each owner in substantial conformity with those homes already built and landscaped.

I) Maintenance of Storm Water Drainage System. The storm water drainage system, ("208" plan) as approved by Spokane County, has been or is being installed for the purpose of minimal control of surface water in the project. In order to ensure the effectiveness of this drainage system, Spokane County and The Cottages Homeowner's Association shall be responsible for any ongoing maintenance and expenses thereon. Spokane County shall maintain the 208 areas on arterial roads in the area and will bill the Association or the lot owners, their prorata share. The individual lot owners shall each maintain the 208 areas and storm water drainage system on their lots adjoining the interior streets in reasonable conformance with any such the approved drainage plan and the cost thereof shall be borne by the lot owners. The

Association shall have the right to perform this function for any lot owner who fails to promptly maintain this area and the lot owner shall be billed by the Association for this cost.

Section 6. Construction Restrictions.

A) Alteration and/or Improvements to Property. With the exception of work carried out to further the completion of the project, no building, fence, wall, obstruction, balcony, screen patio, patio cover, tent, awning, carport, carport cover, improvement, structure of any kind, and no site preparation (Excavation, clearing or other preliminary work) shall be commenced, erected, painted or maintained upon the property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Architectural Control Committee hereinafter referred to as the "Committee", appointed by the undersigned Owners or the Board of Directors of The Cottages Homeowner's Association at such time as that responsibility is transferred to The Cottages Homeowner's Association by the Owners, but transfer shall occur not later than the sale of the last lot in the project, including any land or lots annexed to the project.

B) Plans and Approval. Plans and specifications showing the nature, kind, shape, height, elevations, color, size, materials, fencing, landscaping and location of such improvements or alterations, shall be submitted to the Owners, or Committee if this responsibility has been transferred to The Cottages Homeowner's Association, for approval as to

quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation, all with reference to the architectural standards set forth in paragraph D below. Further, no construction shall be commenced on any lot, until the Owner, or Committee, shall have approved in writing, or failed to disapprove within thirty (30) days after submission, a plot plan showing the final locations of the dwelling or structure on the lot. No permission or approval shall be required to rebuild in accordance with the original plans and specifications, or to rebuild in accordance with plans and specifications previously approved by the Owners or Committee for that lot. No landscaping of patios or yards visible from the street shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Owners or Committee, as the case may be.

All decisions by the Owners or Architectural Control Committee as the case may be, shall be by majority vote, except as otherwise required herein. Neither the Owners or the Committee, nor any of its members shall be liable to any owner for any decision made by the Committee which is made in good faith and in accordance with this Section 6.

C) Architectural Control Committee. Once this obligation has been transferred by the Owners, the number,

appointment and term of members of the Committee shall be as provided in the By-Laws of The Cottages Homeowner's Association, subject to the following limitations:

1. If a Committee is appointed, there shall be not less than three (3) nor more than five (5) members of the Committee.

2. Upon transfer of Architectural control responsibility to the Association, the Board shall have the power to appoint all of the members of the Committee. Committee members appointed by the Board shall be from the membership of The Cottages Homeowner's Association.

D) Architectural Standards. It is the intent of this Declaration to avoid a mixture of architecture which would create disharmony of design and appearance as determined by the Owners or Architectural Control Committee, as the case may be. In furtherance of this objective, and subject to the waiver power of the Owners or Committee as set forth in paragraph (11) below, the following standards shall apply:

1. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling for single family occupancy only, with a private attached garage unless approved by the Owners or Architectural Control Committee. Notwithstanding the foregoing, the owner of two adjacent lots may construct his dwelling across the line between his lots, or otherwise without regard for

the setback requirements pertaining to that line (however, any such combination of lots shall not operate to reduce the owner's rights and obligations with respect to each separate lot as shown on the Subdivision Plat).

2. All roofs shall be constructed of asphalt composition of good quality or tile or alternate product, which product has first received the approval of the Owners or Architectural Control Committee.

3. All exterior colors shall be approved by the Owners or Architectural Control Committee.

4. All dwellings shall have enclosed attached garages unless otherwise approved by the Owners or Architectural Control Committee, of at least 20 feet by 22 feet in size, with fully improved driveways to the street; provided that said driveways shall be of a hard surface material, such as exposed aggregate, asphalt, or concrete.

5. The design and placement of mail boxes, newspaper receptacles and street address labeling shall be a part of and in aesthetic harmony with the landscape and construction plans submitted and approved under this

Section 6.

6. All accessory buildings shall be placed within the rear or interior side yard area of each lot and shall not be of a material inconsistent with the architecture, materials or color scheme of the dwelling on that lot.

7. No fence, wall, hedge or mass planting, other than foundation planting, may extend nearer to a street than the minimum setback line of the dwelling as constructed. However, nothing in this subparagraph shall prevent the erection of a necessary retaining wall. No wire, cyclone or metal fencing of any kind shall be placed so as to be visible from any dedicated streets. All fencing erected, except that by the Owners initially, shall be of wood materials similar in quality, type and design as that existing. All rear yard fences installed by the Owner(s) initially, shall be maintained, repaired and/or replaced by the Association with costs thereof to be included in the regular or special assessments, Provided However, if such fencing is damaged by any lot owner or an agent or guest thereof, the entire cost of such repair shall be paid by the lot owner within five (5) days of notice thereof by the Association and if not so paid, all Association lien rights shall apply to the unpaid amount.

8. No radio, citizens band, or other communication antenna shall be erected upon any lot or dwelling, except for standard television antennas which are unobtrusive and inoffensive and, as determined by the Owners or Architectural Control Committee and for which the location of the same has first been approved.

9. No trailer, basement, tent, shack, garage,

barn, camper or other outbuilding or any structure of a temporary character erected or placed on any lot shall at any time be used as a residence.

10. All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting.

11. Waiver by Owners or Architectural Control Committee. Notwithstanding the guidelines set forth in paragraph "D" of Section 6 hereinabove, the Owners or Architectural Control Committee, as the case may be, shall have the right, by majority vote, to waive any of the architectural standards relating to appraised value, colors, materials, and type of construction, provided the lot owner is able to satisfy the Owners or Architectural Control Committee that the proposed colors, materials, and/or type of construction are at least equivalent in quality and attractiveness to the above standards and would not otherwise be inconsistent with the overall harmony of design and appearance of the project.

12. Any dwelling or other structure erected or placed on any lot shall be completed as to external appearance, including finished painting and front and side yard landscaping pursuant to substantial plans and specifications, all within twelve months from the date of commencement of construction. The owner of each lot shall, as soon as reasonably possible after occupying the

dwelling, but not to exceed three years, continue landscaping rear yard areas, in substantial conformity with the approved front yard landscaping.

Section 7. General Provisions.

(A) Termination of Any Responsibility of Owners.

In the event the undersigned, shall convey all of their right, title and interest in and to the property in the project to any partnership, individual or individuals, corporation or corporations, then and in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder; provided that, in order for the undersigned to be so relieved of liability, such transferee shall expressly assume all duties and obligations of the undersigned and shall first be approved by any lending institution of the undersigned, holding a mortgage or deed of trust on all or any portion of the property within the project, which approval shall not be unreasonably withheld. Upon sale of the last lot in the project, including any annexed property, the Owners obligations hereunder shall cease.

(B) Conflict of Project Documents. If there is any conflict among or between the project documents, including these Supplemental Declarations and Covenants and the Articles and By-Laws of The Cottages Homeowner's Association, the provisions of these Supplemental Covenants shall prevail; thereafter, except as stated to the contrary first above written, priority shall be given to project documents in the

following manner: Subdivision Plat; Articles; By-Laws and Promulgated Rules and Regulations of The Cottages Homeowner's Association.

DATED this 27th day of June, 1991.

"OWNERS"

THE MEADOWWOOD, A JOINT VENTURE LIMITED PARTNERSHIP

By: THE W. MAIN CORPORATION, GENERAL PARTNER

By: [Signature] WILLIAM W. MAIN, JR. Vice-President

GEORGE H. WHITE, INC.

By: [Signature] GEORGE H. WHITE, President

STATE OF WASHINGTON)
County of Spokane) ss.

On this 27th day of June, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM W. MAIN, JR. to me known to be the Vice-President, of THE W. MAIN CORPORATION, General Partner of THE MEADOWWOOD, A JOINT VENTURE LIMITED PARTNERSHIP, the corporation that executed the 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 he was authorized to execute the said instrument.


GIVEN under my hand and official seal the day and year last above written.

[Signature]
Notary Public in and for the State of Washington, residing in Spokane, WA. My Commission Expires: 9/1/92

STATE OF WASHINGTON)
County of Spokane) ss.

On this 11th day of June, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GEORGE H. WHITE, to me known to be the President of GEORGE H. WHITE, INC., the corporation that executed the 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 he was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year last above written.


Notary Public in and for the State
of Washington, residing in Spokane
My Commission Expires: 7/1/92

ACCC2/dm