

## ARTICLE 8

### RESIDENCE AND USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Unit therein is subject to the following:

#### 8.1 Use of Individual Lots.

No structure or building of any kind shall be erected on any Lot other than a single-family dwelling for single family residential occupancy only, not to exceed two stories in height. All houses will have a minimum two (2) car garage.

#### 8.2 Golf Course Lots. - Meadowwood only

Lots having a common boundary with the existing golf course may be subject to specific fencing, landscaping and design specifications, as established by the Architectural Review Committee, so as to ensure a consistent and harmonious appearance of improvements adjacent to the golf course.

#### 8.3 Business Use Prohibited.

~~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 Dwelling located on a Lot, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicles in excess of 12,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside of any Lot or on any of the Roads. Home occupations may be permitted with the specific written approval of the Architectural Review Committee.~~

No Trade or Business of any kind may be conducted in or from any Residential Unit/Dwelling, except that an Owner or Occupant may conduct a Business activity within the Unit/Dwelling only if: (1) the existence or operation of the Business activity within the Unit is not apparent or detectable by sight, sound, or smell from the exterior of the Unit; (2) the Business activity conforms to all zoning and land-use requirements for the Property; (3) the Business activity does not involve parking outside of the Residential Unit/Dwelling's driveway; (4) the Business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (5) in the sole discretion of the Board, the Business activity is consistent with the residential character of the Association and does not constitute a nuisance. Additionally, any Residential Unit/Dwelling engaged in a home business within the City of Liberty Lake shall register with the City of Liberty Lake and shall obtain and maintain a valid a business license as required by local or State laws or ordinances.

#### 8.4 Temporary Structures.

No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character erected or placed on the Property shall at any time **be used as a temporary or permanent residence.**

#### 8.5 Right to Lease (long or short term rentals)

**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 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 Homeowner's Association shall constitute a default under the terms of such rental agreement.

#### 8.6 Minimum Dwelling size – Meadowwood Only

The ground floor of the main structure of a Dwelling, exclusive of open porches and garages, shall not be less than one thousand (1,000) square feet for a one-story Dwelling, nor less than eight hundred (800) square feet for the ground floor area of a Dwelling more than one story. For purposes of this provision, a Dwelling with a daylight basement shall be considered a Dwelling of more than one story.

#### 8.7 Completion of Construction.

Any Dwelling erected or placed on any Lot shall be completed as to external appearance, including finished painting, within nine (9) months from the date of commencement of construction. Each lot owner shall be required to clean up the lot of all cut or fallen trees, bushes, shrubs, etc. (clearing and grubbing) within two weeks after the clearing and grubbing activity begins and to haul the debris away from the subdivision. Each lot owner shall also be required to clean up the lot within ten (10) days of completing construction or when deemed necessary by the architectural committee to present a neat and tidy appearance to each lot during the building process.

#### 8.8 Nuisances.

Nonnoxious, illegal, or offensive activities shall be carried on in any Dwelling, or in any part the 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 Dwelling, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or to cause as refusal to renew the same, or which will impair the structural integrity of any building.

Nuisance consists in unlawfully doing an act, or omitting to perform a duty, which act or omission either annoys, injures or endangers the comfort, repose, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or render dangerous for passage, any lake or navigable river, bay, stream, canal or basin, or any public park, square, street or highway; or in any way renders other persons insecure in life, or in the use of property.

A public nuisance is one which affects equally the rights of an entire community or neighborhood, although the extent of the damage may be unequal.

#### 8.9 Signs and Flags.

Signs advertising Units for sale or rent may be displayed on the appropriate Lot without prior approval of the Board or the Architectural Committee, provided that such signs shall be of reasonable and customary size, not to exceed five (5) square feet. Except as expressly permitted by this paragraph, no signs shall be displayed to the public view on any Dwellings or on any portion of the Property, unless first approved by the Board or the Architectural Committee.

Exemptions include: (1) Temporary political yard signs no larger than 24" x 24" may be displayed

during any local, state, or federal election season but must be removed within seven (7) days of its conclusion; (2) Temporary yard signs may be displayed for up to thirty (30) days to commemorate a congratulatory event like a graduation, anniversary or birthday; (3) The flag of the United States may be displayed outdoors by an owner or resident so long as the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. Sec.1 et seq.; any flagpole for display of the flag will be subject to ----- approval, as well as, the location and the size of the flagpole. For purposes of this section, "flag of the United States" means the flag of the United States as defined in federal flag display law, 4 U.S.C. Sec. 1 et seq., that is made of fabric, cloth, or paper and that is displayed from a staff or flagpole or in a window. For purposes of this section, "flag of the United States" does not mean a flag depiction or emblem made of lights, paint, roofing, siding, paving materials, flora, or balloons, or of any similar building, landscaping, or decorative component.

#### 8.10 Animals.

~~No animals, or birds of any kind shall be raised, bred, or kept in any Dwelling, or on any portion of the Property; except that n~~[N]o more than three (3) usual and ordinary **domestic** household pets such as dogs and cats may be kept **in any dwelling**, ~~provided that they are not kept, bred, or maintained for any commercial purposes, and that they are kept under reasonable control at all times. ("usual and ordinary" as determined by the City of Liberty Lake). Any such dog or cat shall be kept under reasonable control at all times. Any such [D]ogs shall be kept on a leash at all times that the dog is in the Common Areas, Owners shall prevent their pets from soiling all portions of the Common Areas and in the event a pet does soil a portion of the Common Areas, the owner or person in control of such animal pet shall immediately clean up after the animal pet. The Board may enact reasonable rules respecting the keeping of animals within the Project and may designate certain areas in which animals may not be taken or kept, or may require that specific animals not be allowed on any part of the Property. No animals, reptiles or birds of any kind shall be raised, maintained bred, or kept in any Dwelling, or on any portion of the Property, for the purpose of breeding or for any commercial purpose.~~

#### 8.11 Pathways.

All walks, roads, bike paths and pedestrian paths located within Common Areas are for the use of Association Members on an equal basis, subject to reasonable rules and regulations promulgated in writing by the Association. It shall be the responsibility of each Member to allow maximum ease of pedestrian, bicycle and vehicular ingress and egress over walks, roads and driveways by allowing no obstruction or barrier on, across or adjacent to sidewalks or paths which would interfere with any other Member's use of the Common Area or access to his Dwelling.

#### 8.12 Garbage and Refuse Disposal.

All rubbish, trash, and garbage shall be regularly removed from the Property, 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 of other Dwellings, streets and the Common Area.

#### 8.13 Radio and Television Antennas.

No Owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the consent of the Architectural Review Committee.

#### 8.14 Clothes Lines.

No **permanent** exterior clothes lines shall be erected or maintained without the consent of the Architectural Review Committee.

#### 8.15 Power Equipment and Car Maintenance.

No power equipment, workshops, or car maintenance of any nature whatsoever (other than minor repairs requiring no more than twenty-four (24) hours work) shall be permitted on the Property except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

#### 8.16 Parking

Parking of boats, trailers, motorcycles, trucks, truck/campers and like equipment shall not be allowed on any part of the Property, **except for a temporary purpose but for no more than forty-eight (48) hours**, nor on the Common Area, excepting only within the confines of an enclosed garage and no portion of the same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee. All other parking of equipment shall be prohibited except in such areas, fully screened from public view, as may be approved in writing by the Architectural Committee. If any of the provisions of this Section are violated, the Board of the Association may employ a tow truck to remove the vehicle after prior written notice to the Owner and the owner of the vehicle shall be responsible for any charges arising therefrom.

#### 8.17 Accessory Buildings.

Accessory buildings such as storage structures and detached garages, which are incidental to a primary residence may be constructed only with the written consent of the Architectural Review Committee.

#### 8.18 No Warranty of Enforceability.

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Unit in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.