

WHEN RECORDED RETURN TO:

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REQUEST OF TRANSAMERICA TITLE

JUL 6 8 35 AM '90

WILLIAM E. DONAHUE
AUDITOR
SPOKANE, COUNTY, WASH.

SAMPSON

PROTECTIVE COVENANTS

RESIDENTIAL

VOL. 1123 PAGE 851

KNOWN ALL MEN BY THESE PRESENTS, that FLOYD W. CLEMENTS and GLORIA M. CLEMENTS, husband and wife, owners of the following described real property, to-wit:

The West half of the Northeast quarter of the Northwest quarter, EXCEPT the North 660 feet thereof, and the Northwest quarter of the Northwest quarter, all of Section 36, Township 26 North, Range 43, E.W.M., Situated in the County of Spokane, State of Washington.

do hereby declare and impose the following conditions, reservations and restrictive covenants as to the development of said property and the uses to which it may be put, said declaration constituting covenants which shall apply to and run with all of the land in law as well as in equity with the right to enforce them and to be binding upon all persons now or hereafter owing or claiming or having an interest in said property and being for the benefit of, and as limitations upon, all present and future owners of said property, this declaration on restrictions being for the purpose of keeping said property desirable, uniform and suitable for the uses and purposes indicated herein.

1. These covenants, or as amended at any time as provided herein, shall be binding until January 1, 2000, at which time they shall automatically extend for successive periods of ten (10) years, unless the owners of a majority of the property, by area,

shall vote to modify or terminate said covenants. For the purposes of voting upon any modification or termination hereof at any ten (10) year anniversary year, a meeting shall, during the anniversary year (i.e. during 2000, 2010, etc.), be called of all owners of record of the property, upon reasonable notice given by any property owner and at a convenient place in Spokane County, provided that at any time the owners, including contract purchasers of fifty-one percent (51%) of the property, by area, excluding roadways, may modify or terminate these covenants. Any modification or termination shall be of written instrument executed and acknowledged by requisite property owners.

2. Any use or activity on the property shall be limited to the uses and restrictions for the Agricultural Urban Zone as it presently is defined or hereafter modified by the Zoning Ordinance of Spokane County.

3. No dwelling shall be erected on any lot if the main floor, finished living area is less than 1,200 square feet, exclusive of porches and garages.

4. All dwelling structures shall be of conventional, stick-type construction of new materials. No dwelling structure to be erected shall be of the modular, pre-manufactured or the mobile type construction.

5. No structure of a temporary character, trailer, modular home, pre-manufactured home, or a mobile home, basement, tent, shack or barn shall be used on any lot at any time as a residence except that a camper-type trailer or mobile home may be used as

temporary quarters while the building of a dwelling is in progress but not to exceed a period of twelve (12) months.

6. No lot shall have more than two, non-attached outbuildings other than a detached garage and all shall be constructed of new materials.

7. Any dwelling or outbuilding erected on any lot shall be completed as to exterior structure and appearance, including exterior painting within twelve (12) months of the date of commencement of construction.

8. No livestock or poultry shall be maintained upon the property in such a manner as to constitute a nuisance or to be offensive to other lot owners or for other than personal and domestic purposes and no swine or dog kennel as defined by the Zoning Ordinance of Spokane County shall be kept on any lot.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and any of these shall be kept in sanitary containers.

10. 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 provided in paragraph 11.

11. Membership: The architectural control committee is composed of:

- 1) Floyd W. Clements, 6101 N. Thierman, Spokane, WA 99207
- 2) Gloria M. Clements, 6101 N. Thierman, Spokane, WA 99207
- 3) Thomas S. Smith, 12019 E. Sprague, Spokane, WA 99206

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 a 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. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (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.

12. No structure shall be set closer than forty (40) feet from the front property line nor closer than twenty (20) feet from

any other property line.

13. No billboards, signboards, inoperative, unused vehicles or unsightly objects of any kind will be maintained on the property, except unused vehicles may be kept within a building. Unlighted signs less than twelve square feet in size may be displayed.

14. Portions of the real property are covered, more or less, with native trees. It is the intention of the parties that the generally wooded appearance of the property be maintained and it is therefore agreed that while the owners or contract purchasers may cut such timber as is reasonably necessary to clear roadways and building sites, and for other residential purposes, the generally wooded appearance of the property will be maintained, and no trees will be cut for commercial purposes; provided that trees may be thinned and the trees removed in such thinning process be sold commercially, all in accordance with good conservation practices and in a manner which is consistent with maintaining the generally wooded appearance of the property.

15. Every person now or hereinafter having any right, title or interest in or to any lot shall have the right to prevent or stop violation of any of these said restrictions or to compel compliance therewith by injunction or other lawful procedure, and to recover any damages resulting from such violation, together with reasonable attorney's fees.

16. The failure by any lot owner to enforce any restriction, covenant or condition herein contained shall not constitute a

waiver of the right to do so thereafter as to a violation of the same or any other restrictions, covenant or condition occurring prior or subsequently thereto.

17. Should any one or more of these covenants be invalidated by judgment or court order, the other provisions, not specifically effected thereby shall remain in full force and effect.

EXECUTED this 1st day of May, 1990.

Floyd W. Clements
FLOYD W. CLEMENTS

Gloria M. Clements
GLORIA M. CLEMENTS

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me FLOYD W. CLEMENTS and GLORIA M. CLEMENTS, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of June,

Renee M. Hazard
Notary Public in and for the State
of Washington, residing at Spokane
My Commission Expires: 7-30-91