

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS
REMINGTON HILL 3 HIGHLANDS SECOND ADDITION**

(Last Revised: October 15, 2013)

THIS INDENTURE AND DECLARATION running with the land, made this day of October 15, 2013 by Rem-Rock Inc, a Washington State Corporation ("DECLARANT"),

WITNESSETH

WHEREAS, DECLARANT is the owner in fee of certain real property (the "Real Property") described as, consisting of **Lots 1 through 12** (the "Lots"), as recorded in Volume 37 of Plats, pages 20 through 21, inclusive, under Auditor's Number 6257515 records of Spokane County, Washington; and REMINGTON HILL 3 HIGHLANDS SECOND ADDITION to be recorded at later date and amended hereto. **Plat# P1949-05**

WHEREAS, DECLARANT desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW THEREFORE, DECLARANT hereby declares as follows:

ARTICLE I

- 1.1 DECLARATION. The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement or tenement.
- 1.2 TERM. This Declaration shall be effective for an initial term, expiring December 31, 2014, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than fifty-one per cent (51%) of the Lots then subject to this Declaration.

- 1.3 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee ("ACC") shall consist of not more than three (3) members who shall be appointed initially by DECLARANT and remain in office until such time as one hundred percent (100%) of the Lots subject to this Declaration and any Supplemental Declarations have been sold and conveyed from the homebuilder to a consumer or as determined by the Declarant. At any time prior to the resale of one hundred percent (100%) of the Lots to the consumer, DECLARANT reserves the right to extend the initial appointment of the ACC for a period of time not to exceed four (4) years from the date of the extension. DECLARANT further reserves unto itself the right to dissolve the ACC appointed by DECLARANT, thereby vesting the membership of the Homeowners Association with the authority to meet and appoint a successor ACC. The ACC may designate one person to act on behalf of the ACC. The initial ACC shall consist of Officers of Rem-Rock Inc. a Washington State Corporation.
- 1.4 ARCHITECTURAL GUIDELINES. It is the intent of the ACC to create a community with architectural quality and harmony of design and appearance that create visual diversity and interest, as determined by the ACC. In furtherance of this objective, the ACC shall have the authority to adopt Architectural Guidelines, and to augment, amend, or otherwise modify such Guidelines from time to time; provided that they shall at all times be consistent with building restrictions imposed by law.

ARTICLE II

- 2.1 EASEMENTS. On each Lot, easements are reserved per recorded plat and are located on lot for utility installation and maintenance, including but not limited to power, telephone, water, sewer, drainage and gas, together with the right to enter upon the Lot at all times for such purposes. Additional easements may also be recorded if required by governmental agencies or other bodies. Within such strips 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, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to Utilities services improvements located therein which are the responsibility of the utility entity owning such improvements. Fencing and landscape plantings are permitted onsite and rear property lines as approved by the A.C.C.
- 2.2 SETBACKS. No building shall be located on any Lot nearer to the lot lines than required by the codes and ordinances governed by Spokane County. Builder must have specific written approval from the ACC on the placement of the house prior to commencing construction.

- 2.3 FURTHER SUBDIVISION PROHIBITED. No Lot shall be further subdivided. No Owner shall bring action for partition or division of any Lot. Judicial partition by sale of a single Lot owned by two or more persons and division of the sale proceeds is not prohibited hereby (but physical partition of a single Lot is prohibited).

ARTICLE III

- 3.1 SITE PREPARATION. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation on any Lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.
- 3.2 CONSTRUCTION APPROVAL. No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon, surrounding structures and topography. If the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specification have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specification and plot plans are to be submitted to the Committee at the following address: 12815 E. Sprague Ave., Suite 100, Spokane Valley, Washington 99216, or at such other address as may hereafter be given in writing to the lot owners by the DECLARANT or the ACC.
- 3.3 CONSTRUCTION TIME. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting and landscaping, within nine (9) months from date of start of construction except for reasons beyond the control of the lot owner, in which case a longer period may be permitted if approved by the ACC.
- 3.4 LANDSCAPING. Front yard landscaping to be complete at time of occupancy, weather permitting. Full yard landscaping to be completed within one (1) year of occupancy. The definition of "full yard landscaping" to be determined by the ACC.

- 3.5 ROOFS. Roofs on all buildings must be finished with class "B" or better fire retardant materials as approved by the ACC unless written approval for use of other material is granted by the ACC prior to construction.
- 3.6 FENCES. All fencing shall consist of non maintenance materials, i.e. Vinyl, block or other such materials. No chain link fencing is allowed without written approval from the ACC.
- 3.7 GARAGES. Garages shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted without written approval from the ACC. All garages shall be a minimum of two (2) car garage. Third car garages shall be recessed or projected to a different plane, separated by a minimum of 24 inches. All garage doors shall have a glazing and decorative panels (such as raised panels, or carriage door style) and other architectural embellishments.
- 3.8 TYPE OF CONSTRUCTION. All structures shall be approved by ACC. The minimum square footage of living space shall be 1,300 square feet for a single level and 1,700 square feet for a multi-level.
- 3.9 EXTERIOR FINISHES. Shall be of those materials presented and accepted by the ACC. The following materials are prohibited: Aluminum siding, Vinyl siding, T-111 Wood Panels, unfinished concrete. Stone or brick accents will be required on all residences and will terminate on inside corners or with a 2 foot return.

ARTICLE IV

- 4.1 BUSINESS & COMMERCIAL USE. Only the following business activities will be allowed per the guidelines of the Spokane County Zoning Code (Chapter 14.606; Urban Residential Zones): Community Residential Facility, Family day-cay provider, and Home Profession. Any signs identifying the allowed business activities, must conform to the home profession signage guidelines.
- 4.2 MAINTENANCE OF STRUCTURES & LANDSCAPING. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Each homeowner must maintain all landscaping to street.

- 4.3 AUTO REPAIR. No major auto repair shall be permitted except within enclosed garages, which are kept closed.
- 4.4 HOUSEHOLD PETS. Household pets, as defined by the local government zoning code, are allowed. Any such pets shall not be kept, bred, or maintained for any commercial use or purpose.
- 4.5 GARBAGE AND TRASH. Each lot and residence shall be maintained by the Owner in a neat, clean, and slightly condition at all times and shall be kept free of accumulation of liter, junk, containers, equipment, building materials, and other debris.
- 4.6 NUISANCES. No NUISANCE, NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY Lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value. If the Board determines that a thing, use or pet is a nuisance, undesirable or noxious, that determination shall be conclusive.
- 4.7 TEMPORARY RESIDENCE. No mobile home, trailer, tent, shack, garage, barn, structure of a temporary character, or any other outbuilding shall be used on any Lot at any time as a residence. Declarant's sales office is the only temporary structure which shall be allowed.
- 4.8 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.
- 4.9 MAILBOXES. DECLARANT will provide one U.S. Postal System approved mailbox for each Lot at an approved cluster location with reasonable proximity to the dwellings served thereby, or as determined by the Declarant.
- 4.10 HOMEOWNER'S ASSOCIATION. Every Lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in **THE HIGHLANDS AT REMINGTON HILL HOMEOWNERS'S ASSOCIATION**, for the purpose of owning property and property right as common area for the benefit of homeowner's, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon. Such membership shall be appurtenance except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by **THE HIGHLANDS AT**

REMINGTON HILL HOMEOWNERS' S ASSOCIATION, in accordance with these articles and/or the Articles of Incorporation of such Association, and any sums not paid with thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the lot. Homeowner dues shall be initially fixed at \$250.00 per year pro-rated at closing of home and payable yearly within thirty (30) days of due date as specified by the association.

- 4.11 COMMON EXPENSES. The following expenses shall be considered expenses in common with all the lot owners: operation and maintenance of street lighting; operation and maintenance of common area sprinkler systems; maintenance of common area landscaping, wet lands and drainage system; operation and maintenance of the common areas. Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. Certain lots in the subdivision which are located on private roads are subject to special additional assessments for plowing and maintenance of the particular road. The responsibility for the common expenses herein shall be administered by said Association.
- 4.12 NONLIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS. Neither the ACC nor the Homeowner's Association, nor any member thereof, shall be liable to any Owner, occupant, builder, or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

ARTICLE V

- 5.1 AMENDMENT. This Declaration can be amended at any time by DECLARANT prior to, or until the Declarant or Builder has sold 100% of the lots to the individual homeowner, whichever first occurs. Thereafter, this Declaration can be amended by an affirmative majority vote of the lot owners.
- 5.2 ENFORCEMENT. The Declarant or the ACC shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth violation, DECLARANT, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such

owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. Failure of the DECLARANT or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees. Personal disputes between home owners will be mitigated by the individuals at their personal expense.

5.3 SEVERABILITY. Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.

5.4 NOTICE. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by prepaid first class US mail to the owner of public record at the time of such mailing to such owner's address as appears on the Spokane County Tax Records.

ARTICLE VI

6.1 DEVELOPMENT PERIOD, MANAGEMENT RIGHTS OF DECLARANT. Development period shall mean that period of time from the date of recording of this Declaration until (1) Thirty (30) days following the transfer of title to purchasers of Lots representing One Hundred Percent (100%) of the total voting power of all Lot Owners including any annexed property or property under construction to be annexed; or (2) the date on which the Declarant elects to permanently relinquish all of the Declarant's authority under this Article VI by written notice to the Owners; or (3) a date not more than thirty (30) years from the date of recording of this Declaration, whichever shall first occur. Until termination of the Development Period as aforesaid, the property shall be managed and the Association organized at the sole discretion of the Declarant.