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REQUEST OF Christopher  
Ashenbrenner  
JAN 27 4 25 PM '82

VERNON W. CHILAND, AUDITOR  
SPOKANE COUNTY, WASH  
DEPUTY

AGREEMENT FOR UNIFICATION  
OF HOMEOWNERS ASSOCIATION

9415 E Trent 99206

This agreement made and entered into this 27<sup>th</sup> day of  
NOVEMBER, 1984, by and between the CLEAR LAKE HOME-  
OWNERS ASSOCIATION, a non-profit Washington corporation, here-  
inafter referred to as Association, and EDWARD L. SMITH and  
BETTIE L. SMITH, husband and wife, hereinafter referred to as  
the Smiths or Developer, WITNESSETH:

R E C I T A L S

A. Edward L. Smith and Bettie L. Smith are the owners and  
developers of property located in Manor Haven, Spokane County,  
Washington, legally described as follows:

Lots 1 to 17, inclusive, in Block 3; Lots 1 to 3,  
inclusive, and Lots 10 to 18, inclusive, in Block 4;  
Lots 1 to 5, inclusive, and Lots 11 to 15, inclusive,  
in Block 5; and Lots 3 to 18, inclusive, in Block 6,  
All in MANOR HAVEN, as per plat thereof recorded in  
Volume 5 of Plats, page 98; EXCEPT the westerly 5  
feet of Lots 1, 2, and 3 in Block 4.

B. Clear Lake Homeowners Association is a Washington non-  
profit corporation currently existing for the purpose of managing  
and controlling all of the common areas of portions of Blocks 1,  
2, 3, and 4, as well as certain lake frontage property; enforcing  
the covenants and restrictions and easements provided for such  
blocks; providing for and promoting the health, safety, and  
welfare of the property and property owners of such blocks; to  
make and enforce the collection of assessments to achieve the  
purposes therein; and for all other purposes that the Association  
feels necessary and proper for the continued enjoyment by the  
various homeowners of such property.

C. The Smiths, as developers of the majority of Blocks 3,  
4, 5, and 6 of Manor Haven are in need of providing for a home-  
owners association similar to the Clear Lake Homeowners Association

for the purposes set forth in the above recital for the property being developed by the Smiths.

D. For purposes of unification of the functions of a homeowners association for Blocks 1 and 2 of Manor Haven and for Blocks 3, 4, 5, and 6 of Manor Haven, the current homeowners association and the Smiths desire to provide for one common homeowners association to satisfy the functions of both such parcels.

In consideration of the above recitals and the mutual covenants hereinafter set forth, Clear Lake Homeowners Association and Edward L. Smith and Bettie L. Smith hereby agree as follows:

1. A copy of the Dedication of Covenants, Conditions, and Restrictions for the property which the Smiths own in Blocks 3, 4, 5, and 6 of Manor Haven is being supplied to the Association in conjunction with this agreement with a copy being attached hereto. The Association acknowledges that it has read a copy of such Dedication and approves and accepts all of the provisions contained therein as binding upon the Association pursuant to the terms and conditions of this agreement.
2. The Association agrees to take over the responsibility attributed to it pursuant to the terms and conditions of the above referred to Dedication of Covenants, Conditions, and Restrictions and to accept all of the lot owners who acquire title from the Smiths as members of the Clear Lake Homeowners Association for the purposes established in the Association's Articles of Incorporation and by-laws as well as the purposes established by the Smiths' Dedication of Covenants, Conditions, and Restrictions.
3. The Smiths shall be entitled and encouraged as well as shall the Association to solicit the membership in the Association of all lot owners not currently members of the Association and not a part of the Smiths' development, with all new members being subject to the same terms and conditions of the Association and the same covenants and restrictions as are the current Association members and all prospective members arising out of Smiths' development. The current lots which are neither members of the Association's nor part of Smiths' development and which are unrepresented in this agreement are as follows:  
  
Lot 1, Block 1; Lots 4 and 6, Block 1; Lots 5, 6, 7, 8, 9, Block 4; Lots 6, 7, 8, 9, 10, Block 5.
4. In conjunction with the signing of this agreement and the Smiths authorizing the Association as above set forth, the Association agrees to amend its by-laws as follows:

(a) Article Six shall be amended to read that the By-laws may be amended by a 2/3rd majority vote of the membership only rather than a 2/3rd majority vote of the Board of the Trustees of the corporation, but that at such time as each change in By-laws is proposed, a review committee shall be appointed by the Board of Trustees which shall consist of no more than 50% of members of the Board of Trustees and such review committee shall review the proposed By-law amendment and make recommendations to the membership as to whether it should be adopted or not. Passage of the proposed By-law change shall then be decided by a vote of the membership only with a 2/3rd majority vote being required to pass the proposed amendment. The membership shall not be required to follow the recommendations of the review committee in any manner whatsoever.

(b) Article One, Section 1, shall be amended to include Short Plat 78-112 of C. Conrad Cox.

(c) An amendment shall be made to provide for a special assessment by a 2/3rd majority vote of the membership of the corporation benefiting from such special assessment.

5. Irrespective of the requirement that the purchasers of all of the lots being developed by the Smiths shall be required to immediately join the Association upon the closing of the sale of their lot from the Smiths, the Smiths shall still be required to handle the initial roadway construction, maintenance, and improvement of all private roadways in the area they are developing until all lots but one have been sold by the Smiths to individual residential purchasers or until such time as the Smiths and the Association agree by mutual consent that the maintenance and improvement of such private roadways should be turned over to the Association. Until the duty of such maintenance and improvement is turned over to the Association, the Smiths shall be entitled to collect all assessments for maintenance and improvement with the understanding that the initial grading and graveling shall be solely at the Smith's expense. The Smiths further agree that prior to the duty of maintenance and improvement of such private roadways being turned over to the Association, the Smiths will pave all such roadways, and they further agree that each particular street will be paved within six (6) months of such time that sixty percent (60%) of the lots on that particular street have completed outside construction of any improvement being constructed.

6. The Association is aware and acknowledges that legal title to the private roadways contained in the area of Manor Haven being developed by the Smiths has never been transferred from the original developer of the plat, Inland Empire Bible Conference Association,

Inc., but the Smiths nevertheless, agree to be responsible for any liability arising out of the use of such private roadways until such time as the obligation of maintenance and repair for such roadways is turned over to the Association as provided for herein. The Association, at that time, agrees to assume responsibility for all liability for the use of such roadways and shall have the opportunity to adequately insure itself for such risk.

7. As the Smiths develop various portions of the property which they own in Manor Haven, they agree to install poles and street lights for the security of the area and agree to be responsible for the cost of so doing. At such time as the poles and lights are installed, the Association shall be responsible for paying for the monthly electricity charges to maintain such lights.

8. The Association agrees to hold both C. Conrad Cox and the Smiths harmless from any previous debts and expenses of the homeowners association prior to the signing of this agreement such as legal expenses, et cetera.

9. The Association agrees to give Edward L. Smith the opportunity to be elected as a board member of the Board of Trustees of the Association at such time as the next full term becomes vacant, with the understanding that his serving as a board member would provide a means of implementing the unification of the Association functions as set forth herein.

10. The Association agrees to provide Edward L. Smith and Bettie L. Smith with a membership in the Clear Lake Homeowners Association until such time as the Smiths no longer own any lots in the Manor Haven Addition, it being understood that the Smiths shall be entitled to one vote irrespective of the number of lots owned by them.

WHEREFORE the parties have executed this agreement the day and year first above written.

Edward L. Smith  
EDWARD L. SMITH

Bettie L. Smith  
BETTIE L. SMITH

CLEAR LAKE HOMEOWNERS ASSOCIATION

By: Dwain H. Johnson  
President

By: Marilyn J. Johnson  
Secretary



STATE OF WASHINGTON) ) ss  
County of Spokane )

On this day personally appeared before me EDWARD L. SMITH and BETTIE L. SMITH, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 18<sup>th</sup> day of January, 1987.

C. F. Ashenbrenner  
Notary Public in and for the State of Washington, residing at Spokane