

Addition of lots to MANOR HAVEN ADDITION

Page 7 } NO TRAILERS OR CABINS
Section 5 } (includes Modular Homes)

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DEDICATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
Blocks 3, 4, 5, and 6 of MANOR HAVEN ADDITION,
County of Spokane, State of Washington

P R E A M B L E

EDWARD L. SMITH and BETTIE L. SMITH, husband and wife, declare that they are the owners of the lots in blocks in Manor Haven Addition to the County of Spokane, State of Washington, as set forth in Article II below, and that the same shall be held, sold, and conveyed subject to the following easements, restrictions, reservations, charges, liens, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, restrictions, charges, liens, covenants, and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof, notwithstanding the fact that the property covered and controlled by these covenants and restrictions does not include all of the property in Manor Haven and are not binding upon approximately 13 lots in Blocks 4, 5, and 6 of Manor Haven Addition to the County of Spokane, that the covenants do affect.

PURPOSE OF ASSOCIATION

The purpose of the Clear Lake's Homeowners Association, which is the homeowners' association which all property affected by these covenants are required to join, is as follows:

1. To manage, improve, and control all of the common areas subject to this declaration including the easement to Clear Lake frontage established by Article IX herein.
2. To enforce the covenants, restrictions, and easements provided for herein.
3. To provide for and promote the health, safety, and welfare of the property and property owners subject to this dedication.
4. To make and enforce the collection of assessments against property owners for the initial construction, improvement, and maintenance of private roads and common areas as set forth in Article IV herein.
5. For any and all other purposes that the association may deem appropriate and assume pursuant to its By-laws and Articles of Incorporation.

ARTICLE I

Section 1. The association provided for herein shall be the Clear Lake Homeowners Association which is a currently functioning homeowners association operated as a non-profit corporation consisting of various homeowners located in Blocks 1 and 2 of Manor Haven, County of Spokane. All of the lotowners affected by these covenants shall be required to join the Clear Lake Homeowners Association at such time as the sale of the lot is closed and the initial membership fees for said association shall be collected at the time of closing. The developers, EDWARD L. SMITH and BETTIE L. SMITH, shall retain control over the development, construction, and maintenance of all roadways and the areas affected by these covenants until the end of the development period, at which time the duty of roadway maintenance shall be transferred by mutual agreement to the homeowners association. By purchasing any of the lots affected by these covenants, the owner agrees to be bound by the Articles of Incorporation and governing By-laws of the Clear Lake Homeowners Association for all of the purposes set forth on Page 1 of these covenants.

Section 2. EDWARD L. SMITH and BETTIE L. SMITH, husband and wife, are the successors to the developers and dedicators of the Manor Haven developer for all purposes herein.

Section 3. Property shall mean that certain real property hereinafter described and additions thereto as are subject to this declaration or any supplemental declaration.

Section 4. Common properties shall mean all real property owned by the developer or the association for common use and enjoyment of all of the members of the association as may currently exist or be hereinafter conveyed by the developer, including any and all property acquired by either the developer or the association for such common use and enjoyment.

Section 5. Lot shall mean any plot of land shown upon any recorded subdivision map of the properties hereinafter set forth with the exception of the dedicated streets and the common properties, and with the exception of Lots 4 through 9, inclusive, Block 4; Lots 6 through 10, inclusive, of Block 5; and Lots 1 and 2 of Block 6. In the event a single-family dwelling, its surrounding grounds, and its garage or carport are so constructed as to be located on two or more contiguous lots shall be considered as one single lot for the purpose of determining assessments pursuant to Article IV of this declaration.

Section 6. Members shall mean every person or entity who holds membership in the association as provided in Article III hereof.

Section 7. Owner shall mean the record owner, whether one or more persons or entities and specifically including the developer, of a fee simple title to any lot or lots which are a part of the properties, but shall not include a contract seller or mortgagee.

Section 8. The term real estate contract shall not include an earnest money receipt and agreement, and the term contract seller and contract purchaser shall not include the parties to any such earnest money receipt and agreement.

Section 9. The term the development period shall mean that period of time from the date of recording of this declaration until all lots affected by these covenants are either (a) sold on an individual basis for purposes of residential construction, and not in bulk to another developer or assignee, or (b) by earlier mutual agreement between the developer herein and the existing Clear Lake Homeowners Association, a copy of which earlier mutual agreement shall be in writing and provided to all existing lotowners and prospective purchasers. Such earlier mutual agreement to terminate the development period shall be entered into when the developer and the then governing body of the Clear Lake Homeowners Association agree that the development status of the lots affected hereby is such that the power to assess the developed lots by the Clear Lake Homeowners Association for purposes of road maintenance and repair will financially justify and support the homeowners association assuming the burden and obligation of maintaining, repairing, and servicing all of the private roadways located in that portion of Manor Haven governed by these covenants.

Section 10. All private roads within the areas affected by this declaration shall be initially developed by the developer pursuant to the requirements of the original filed plat of Manor Haven requiring grading and graveling only of such roads. None of the lotowners of the plat shall be assessed for the initial grading and graveling but shall be assessed for any and all paving at such time as developer decides to pave any of the roadways. The paving assessment shall be on a pro-rata basis for all properties benefiting from such paving. It shall be the sole option of developer as to whether he will grade and gravel the private portions of Mueller and Whitfield Roads. At such time as all of the developer's lots but one have been sold or by earlier mutual agreement, the developer shall assign the duty of maintenance and assessment for the private roads to the homeowners association. The lots not benefiting from the private roads and which shall not be assessed by special assessment for maintenance and improvement of the private roads are as follows:

- Lots 1 through 9, inclusive, Block 4;
- Lots 2 through 8, inclusive, Block 3.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this declaration is located in Spokane County, Washington, and is described as:

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.

FILED OR RECORDED
REQUEST OF Christopher
Ashenbrenner
Nov 25 4 43 PM '81
VERNON W. ORLAND, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY
L. YOUNG
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ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the developer or the association, shall be a member of the association; provided, however, that if any lot is held jointly by two or more persons, the several owners of such interest shall designate one of their number as the member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any lot which is subject to assessment by the developer or the association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in any such lot or lots shall be the sole qualification for membership. Only one family per lot shall be entitled to use the beach frontage pursuant to membership in the association as it is not the intent of these covenants that more than one family can own a single lot entitling more than one family to beach frontage rights.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefor, whether or not is shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the developer during the developmental period and thereafter to the association

for special assessments for the initial construction, improvement, and maintenance of all private roads and common areas, provided, however, that the initial grading and graveling of private roads shall be at the dedicator's expense, and such assessments are to be fixed, established, and collected from time to time as the developer deems necessary for the initial construction, development, and continued maintenance of all private roadways and common areas. Each such assessment together with such interest and costs of collection thereof including reasonable attorney's fees shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them; provided, however, that in case of a sale or a contract for sale of (or an assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract, or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

Section 2. Monthly Maintenance Assessments. The developer, or the association after the period of development, may, at their option, make monthly maintenance assessments for the purpose of providing for the continued maintenance of all private roads which have been constructed in the property herein affected. The association may additionally, make whatever assessments are necessary and authorized by its articles and By-laws for any other purpose for which association exists.

Section 3. Effect of Nonpayment of Assessment - Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest at the same rate as the interest which the association is paying for any loans for improvements for which the assessment is made, provided that in the event there is no such loan interest rate the interest rate shall be the same as the prime rate prevailing at the time or as otherwise established by the homeowners association. The homeowners association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, and all such sums shall be included in any judgment or decree entered in such suit. The developer, during the development period, may likewise, bring an action at law against anyone personally obligated for any assessments for the improvement or maintenance of private roadways, and such action shall be against the one personally obligated to pay the same and/or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, and all such sums shall be included in any judgment or decree entered in such suit.

Section 4. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage or purchase money second mortgage pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5. Exempt Property. The following property shall be exempt from the assessments created herein, it being understood that all of the other lots affected by these covenants shall be assessed for road improvements and maintenance by special assessment by either the developer or the homeowners association if after the development period:

- Lots 1 through 9, inclusive, Block 4,
and;
- Lots 2 through 8, inclusive, Block 3.

ARTICLE V

TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for an indefinite time. The covenants may be amended by the owners of two-thirds of the parcels herein set forth by an instrument in writing and duly recorded.

ARTICLE VI

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.

ARTICLE VII

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE VIII

GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of Property. The term residential lots as used herein means all of the lots now or hereafter set forth in these covenants.

Section 2. Architectural Control. No buildings shall be erected, placed or altered on any lot until the building plans, specifications, and plot plans showing the nature, kind, shape, height, materials, and location of such building, including fences, outbuildings, and gates, have been approved in writing to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the developer, EDWARD L. SMITH, or by a representative designated by him. In the event of the death or inability of EDWARD L. SMITH to act in this capacity, this function shall be undertaken by his assignor-assigns as provided for in writing. In the event that any such proposed construction is submitted to the developer and no response has been obtained within thirty (30) days after said plans and specifications have been submitted to the developer, and if no suit to enjoin the erection of such buildings or improvements or the making of such alterations has been commenced prior to the completion of construction, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The powers and duties of the developer shall continue beyond the developmental period and this particular function shall not pass to the homeowners association herein provided for, unless assigned in writing by the developer to the homeowners association in which event the homeowners association will be obligated to accept the architectural control function. All plans, specifications, and plot plans which must be submitted for approval shall be submitted to the following:

EDWARD L. SMITH

East 12123 Mansfield
Spokane, Washington 99206

or to such other address as may hereafter be given in writing to the owners or contract purchasers involved.

Section 3. Building Time. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting or other exterior siding, within six months from date of commencement of construction.

Section 4. Ground Floor Areas. The ground floor area of any structures constructed, exclusive of open porches and garages shall not be less than 1,000 square feet.

Section 5. Trailers and Cabins. No mobile homes, trailers, modular homes or cabins of any nature whatsoever shall be permitted.

Section 6. Location of Residence and All Other Structures. All structures constructed upon said lots shall be located upon

the lots in conformance with the Spokane County Building Code in effect at the time of any such construction.

ARTICLE IX

EASEMENT TO CLEAR LAKE FRONTAGE

Lots 1 to 17, inclusive, Block 3; Lots 1 to 3, and Lots 10 to 18, inclusive, Block 4; Lots 1 to 5 and Lots 11 to 15, inclusive, Block 5; Lots 3 to 18, inclusive, Block 6, all in MANOR HAVEN, County of Spokane, Washington, shall be granted a perpetual non-exclusive easement for recreational use, including the right of ingress and egress over the property set forth below, which property is adjacent to Clear Lake. The maintenance and improvement of said easement is the responsibility of the Clear Lake Homeowners Association, which is the owner of the below described property, and they shall be making assessments for the same from time to time. The legal description of the beach frontage easement is as follows:

That portion of Government Lots 2 and 3, in Section 31, Township 24 North, Range 41 East of the Willamette Meridian, Spokane County, Washington, described as follows: Beginning at a point located on the intersection of the east-west quarter section line of said Section 31, Township 24 North, Range 41 East of the Willamette Meridian and the west right of way of Finney Street; thence north 89°52'30" west 70 feet along said east-west quarter section line; thence north 50°59'10" west, 143.80 feet to the high water line of Clear Lake, around the peninsula southerly to a point on a line extended westerly from the southerly line of lot 5, Block 1, MANOR HAVEN, according to plat recorded in Volume 5 of Plats, page 98; thence northeasterly along said extension of Lot 5, to the westerly right-of-way line of Finney Street; thence northerly along said right-of-way line, to the point of beginning.

D A T E D this 25th day of November, 1981.

Edward L. Smith
EDWARD L. SMITH
Bette L. Smith
BETTIE L. SMITH

STATE OF WASHINGTON)
County of Spokane) ss

On this day personally appeared before me EDWARD L. SMITH and BETTIE L. SMITH, 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 25th day of November, 1981.

C. F. A. [Signature]
Notary Public in and for the State of Washington, residing at Spokane