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AFTER RECORDING RETURN TO:  
Robert L. Heitman, Jr.  
No. 8205 Division  
Spokane, WA 99208

*suite 200*

FILED OR RECORDED  
REQUEST OF \_\_\_\_\_  
Jun 17 3 50 PM '87  
WILLIAM E. DONAHUE

AUDITOR 32<sup>00</sup>  
SPOKANE COUNTY, WASH.  
DEPUTY

**MINOR**

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ARROWHEAD POINT**

This is an electronic reproduction of the original document, prepared by scanning the as-filed original and then correcting the scanning errors. Added material is clearly identified: summaries, indexes, clarifying notes.

Years of making copies of copies for distribution to new residents had made the document difficult to read, so this facsimile was considered necessary.

Great effort has been put into making this document accurate and giving it the look of the as-filed original, but it is not the original. It might yet contain undetected errors and omissions, but if so they are believed to be immaterial.

If reference to the original is required, contact an Arrowhead Point Board member or refer to the Spokane County official volume and page numbers noted in the upper right-hand corner of every page.

## CC&R Highlights (Covenants, Conditions and Restrictions)

Topic	Summary	Comment
Amendments §11.3, p. 24	Until June 2007, it takes a 90% favorable vote of lot owners to change the CC&Rs, 75% thereafter.	There have been 3 amendments to §6.1.4, §9.10 and §9.12. In the 2006 reprint, the changes are included in the document. In earlier versions, the changes can only be found in attachments at the end.
Animals §8.11.1-8.11.3, p. 18	Typical household pets like dogs, cats and birds are ok, but not commercial breeding. Not ok are livestock and poultry. Keep dogs leashed and under close supervision.	The normal civility when walking dogs is to keep them leashed, scoop the poop and take both home with you. <b>Spokane County has other restrictions.</b>
Antennas §8.16, p. 19	No higher than 10 feet above the roofline. Architectural Committee could approve higher.	TV and radio reception antennas are contemplated. Transmitting antennas must not impose radio frequency interference on neighbors.
Association duties and powers §5.1.1-5.1.6, pp. 14-15	The Arrowhead Point Homeowner's Association, through its Board and committees (especially the Architectural Committee), has the obligation and authority to enforce the CC&Rs.	As part of the title closing process, purchasers of homes in Arrowhead Point agree to be bound by the CC&Rs. Failure to comply with the intent of the CC&Rs may cause monetary or legal action. The names and phone numbers of Board and Committee members are listed on the first page of the neighborhood directory and the website.
Architectural Committee §9.1-9.12, pp. 19-22	No structure of any kind can be built (or if built, kept) on a lot without prior application to, and prior approval from this Committee. Shed guidelines were adopted at the July 2023 board meeting (see AHPHOA.com under More/HOA Documents). Significant landscaping and planting changes are also under their authority.	A big part of keeping resale values high is maintaining the harmony of design and quality of materials in the neighborhood. Refrain from any major changes to the outside of your house until you discuss with and obtain approval from the Architectural Committee.
Assessments ("dues") §4.1-4.8, pp. 11-14	The board sets the budget, and a quorum of lot owners at the annual meeting must vote to disapprove. Late fees apply for unpaid annual dues. Ultimately, unpaid dues will be collected by lien or lawsuit.	Large common property projects such as the Mill Rd fence replacement are not possible without timely payment of assessments. If cash flows are uncertain, planning for an improvement can't start and ongoing projects must be deferred or stopped.
Business activity restrictions §8.2, p. 17	Home office type business are ok. Not ok are larger businesses involving lots of traffic, bulky inventory, commercial vehicles, parking issues, short term/vacation/bed & breakfast or room rentals, etc. No outdoor storage or activity should indicate a business is active. This means specifically that commercial vehicles can't be parked outdoors.	8.2 and 8.15 have additional restrictions on private and commercial vehicles (see amendment 4 to CC&R's recorded with Spokane County 8/15/2023)
Construction (unapproved) §9.3, pp. 20-21	There are penalties for construction activity that has not been approved by the Architectural Committee.	Architectural committee approval considers both design and construction materials of the proposed project.
Exceptions §11.5, p. 24	A 2/3 vote of the Board can grant exceptions to CC&Rs if deemed to be in the best interest of the Association and the CC&Rs.	
Fences & Borders §9.1, p. 19; §9.11, p. 22	The Architectural Committee must review written plans and give approval before construction starts. Plants used as lot borders must also have Arch Committee prior approval.	In the interest of neighborly good will, it is best to confer with adjacent lot owners when considering fences and borders. <b>There are additional Spokane County rules.</b>
Garbage §8.6, p. 17	No dumping. Keep waste in sanitary containers.	Garbage cans and yard waste containers should be stored out of public view.

## CC&R Highlights

Intersection sight lines §8.9, p. 18	Plants and structures near street corners and driveways must not impact drivers' view. Tree branches should be pruned up and shrubs pruned down to keep the 2 ft to 6 ft elevation clear, for 25 ft back from street corners and 10 ft away from driveway exit corners. There are specific instructions for how to measure.	Related to this is how we drive. The speed limit in our neighborhood is 25 mph. All of the intersections are "uncontrolled", the general rule is to slow down, look for approaching vehicles, yield as traffic laws require, then proceed with caution. It is not ok to blow your horn through intersections.
Landscaping plans §9.12, p. 22	This section was revised by Amendment 1, July 29, 1987. These rules related to newly constructed residences, not existing.	Check with the Architectural Committee if you're planning to make a significant change to your landscaping. Plantings at lot borders need prior approval.
Lighting (external) §8.14, p. 18	Get prior approval from the Architectural Committee before adding or changing external lighting. The concern is to prevent glare and disturbing neighbors. This includes lighting on the house and landscape lighting.	
Maintenance of homes and landscaping §7.1, p. 16	Ok is seeding, watering, mowing, pruning, cutting and painting consistent with good property management. Garage interiors should be kept clean and in order to reduce fire risk. There are legal and financial penalties for non-compliance.	Many neighbors enlist the help of yard maintenance contractors. Consider removing overgrown plants, pine trees that might fall, ground cover that invades your neighbors lot, weeds along curbing and in driveway cracks, adjust sprinklers for dead spots, etc., etc.
Nuisances §8.2, p. 17; §8.12, p. 18	Not ok are any nuisance, annoyance or offensive activity.	These are broad and general restrictions and are subject to the Board to decide if the activity is a nuisance.
Siding and roofing §9.9-9.10, p. 22	Before you re-side or re-roof, get approval from the Architectural Committee. They will work with homeowners on approved materials and colors (a list of approved shingles is on AHPHOA.com under More/HOA Documents).	Some projects have been stopped because the materials being used weren't approved.
Signs §8.8, pp. 17-18	Signs allowed are limited in type and size.	Per RCW 64.38.034, political yard signs can't be prohibited, but manner and placement can be regulated.
Storm water disposal system §2.2.4, pp. 8-9	AHP does not have street drains. Instead, most lots have curb cutouts that direct water onto low lying areas of the lawn ("swales"). Homeowner maintenance rules are generalized in this section, but the specifications are available from Spokane County. The County has the power to impose penalties.	Swale positioning was based on natural storm water drainage, so some neighbors get more of the runoff. Be considerate of your neighbors when cleaning up after construction projects or draining your pool, make sure you know where your runoff will end up and discuss with the impacted neighbor.
Structures (general) §8.3, p. 17	The only building allowed on a lot is one single family house and a private garage	
Structures (temporary) §8.4, p. 17	Prohibitions relate to using temporary structures as a residence. Specifically exempted is homeowner camping in tents.	Not ok is camping in trailers on the street, in driveways or on lots for extended periods. The tent camping exemption is for homeowners and their families, not for non-resident visitors.
Vehicles (general) §8.2, p. 17; §8.15, p. 19	Not ok are campers, motorhomes, business vehicles, boats and trailers, and junk cars. It is not ok to park any non-passenger vehicle or trailer and leave it for more than 48 hours.	The wording is muddy but the Board has the power to decide that any vehicle parked outside is in violation of the CC&Rs, regardless of location, size, type or state of repair.
Vehicles (recreational) §8.13, p. 18	This is both a use and storage restriction on vehicle type. The prohibition on motorcycles relates to off-road dirt biking, not to normal legal, licensed operations. Storage must be in an attached, enclosed garage.	Spokane County and Washington State have other rules.

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
ARROWHEAD POINT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereinafter set forth by ARROWHEAD POINT, a Washington general partnership, consisting of ROBERT L. HEITMAN, JR., RICHARD C. NELSON, and DAVID HENRY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Spokane, State of Washington, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property", and

WHEREAS, Declarant has subdivided the Property into separate lots and streets, and has constructed or will construct thereon certain community improvements and, thereafter, the lots will be sold to the general public (or to builders) for the construction of residential dwellings establishing a residential community, and

WHEREAS, the development shall be hereinafter referred to as the "Project", and each owner shall receive fee or equitable title to an individual lot (with the right and obligation to construct a dwelling thereon) and a membership in the Arrowhead Point Homeowners Association, which shall have certain administrative and maintenance responsibilities in the Project, and

WHEREAS, Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said lots and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the improvements of the Property and the division thereof into a residential subdivision. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually



binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any rights, title, or interest in or to any part of the Property or the Project.

ARTICLE 1

DEFINITIONS

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by each Lot Owner as determined by the Association under this Declaration.

1.3 "Association" shall mean and refer to the Arrowhead Point Homeowners Association, a Washington non-profit corporation, the members of which shall be the Owners of Lots in the Project.

1.4 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.5. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

1.6 "Common Expenses" means and includes the actual and estimated expenses of administration of the Association, and of the maintenance, repair, or replacement of those parts of the Project for which the Association is responsible, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the Project Documents.

1.7 "Declarant" shall mean and refer to Arrowhead Point, a general partnership, and its successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing Lots in the Project.

1.8 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.9 "Declaration of Annexation" shall mean and refer to a recorded instrument by the terms of which a particular parcel or parcels of property may be subjected to the terms of this Declaration, thereby becoming annexed to and part of the Project, all according to Article 2.3 below.

1.10 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed

or to be constructed upon any individually owned lot in the Project.

1.11 "Limited Common Property" shall mean and refer to the land, together with any improvements constructed or to be constructed thereon, described as such on Exhibit "B" attached hereto and incorporated herein by this reference. The Limited Common Property shall be owned in common by the Limited Common Property owners.

1.12 "Limited Common Property Owners" shall mean and refer to the Owners of those Lots which surround the Limited Common Property and which are identified on Exhibit "B" attached hereto as Lots to which the Limited Common Property is appurtenant. The limited Common Property Owners shall own, pay taxes on and be solely responsible for the management, operation and maintenance of the Limited Common Property.

1.13 "Lot" shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the Project according to the Subdivision Plat, and sold or held for sale to members of the general public. The term Lot shall not, however, include property owned by the Association. Limited Common Property, or dedicated streets.

1.14 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.15 "Owner" or "Owners" shall mean and refer to the record owner or holder of fee or equitable title to a Lot in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner".

1.16 "Phase" shall mean and refer to a particular parcel of property which is or shall become part of the Project pursuant to the recordation of an appropriate Declaration of Annexation. The property described in Exhibit "A" to this Declaration shall be deemed to be a subsequent phase of the Project.

1.17 "Project" shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon, and including all phases annexed thereto.

1.18 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision Plat, the Articles and Bylaws of the Association, and the rules and regulations for the members as established from time to time.

1.19 "Property" or "Properties" means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with the Project.

1.20 "Storm Water Disposal System" shall mean and refer to the street gutters, curbs, curb drops, grassed percolation and storm water retention areas, and drywells constructed or to be constructed within the dedicated street rights of way and easements on adjacent private property for the purpose of collection, treating and disposing of storm, water runoff.

1.21 "Streets" shall refer to those parts of the Project which have been dedicated or shall be dedicated to Spokane County, as described on the Subdivision Plat, for use as public roadways, including cul-de-sacs so dedicated.

ARTICLE 2

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND  
CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

2.1 Description of Project. The Project consists of the underlying Property with the residential Dwellings and all other improvements and systems located or to be located thereon, regardless of the ownership thereof.

2.2 Division of Property. The Property and its management responsibility are hereby divided as follows:

2.2.1 Lots and Dwellings. Each of the Lots as separately shown, numbered and designated on the Subdivision Plat shall be conveyed to and owned by an individual purchaser or purchasers, subject to the requirements and restrictions set forth in this Declaration. Each Owner shall have the right and obligation to construct a Dwelling on his Lot, subject to the restrictions set forth in Article 9 below. The Owner of each Lot, by virtue of such ownership, shall automatically become a Member in the Association.

2.2.2 Streets. Certain streets, including cul-de-sacs, within the Project have been dedicated to Spokane County, by virtue of the Subdivision Plat. Such streets shall be maintained and repaired by Spokane County. The private roads, Wilson Lane and Washington Lane, and all subsequent private roads within the Project, shall be maintained by the owners of those lots which are adjoining to the private roads within the Project as provided for in the Declaration of Covenant Requiring Private Construction and Maintenance of Plat Approved Private Road executed by Declaration in conjunction with the Plat Dedication. The owners of those lots which are adjoining the private roads within the Project shall be required to execute Private Road

Maintenance Agreements which will provide for the maintenance and repair of the private roads.

2.2.3 Limited Common Property. The Limited Common Property known as Tract "A", Block 6, within the Project shall be owned in equal undivided 1/6th interests by the Limited Common Property Owners of Lots 11 through 13, inclusive, and 15 through 17, inclusive, of Block 6. As the Owner of an undivided interest, each Limited Common Property Owner shall have the right to an easement of use and enjoyment in and to the Limited Common Property. Each Limited Common Property Owner shall be responsible for an equal share of the cost of taxes, claims, managing, maintaining, repairing, improving and insuring the Limited Common Property, which management, maintenance, repair, improvements and insurance shall be provided for according to the majority vote of the Limited Common Property Owners (voting being conducted on a one vote per Lot basis). Such obligation shall be a lien on each such Lot, forecloseable as a mortgage in favor of each other Limited Common Property Owner. The fractional undivided common interest appurtenant to each Lot owned by the Limited Common Property Owner is declared to be permanent in character and cannot be altered without the consent of all Owners affected (and the consent of any mortgagees affected), as expressed in a recorded instrument. Such common interest cannot be separated from the Lot to which it is appurtenant. Except as otherwise expressly provided herein, the Association shall have no responsibility for the operation, management or repair of the Limited Common Property.

2.2.4 Storm Water Disposal System. The Project shall be serviced by a storm water disposal system consisting of the street gutter lines, concrete curbs and curb drops, grassed percolation and storm water retention areas, and drywells. All components of the storm water disposal system shall be constructed and maintained in compliance with the standards of Spokane County. Each lot owner shall be responsible for the proper maintenance of grassed percolation and storm water retention areas falling on his lot including that portion of the percolation and retention area that falls on the adjacent County or Private Road right of way. "Proper Maintenance" shall mean maintaining the area with a live cover of regularly cut grass, maintaining the required size, shape and bottom elevation as depicted in approved plans on file with Spokane County Engineering Department and maintaining clear all attendant curb drops. Spokane County shall have the right to monitor the operations and maintenance of the storm water disposal system. If, in the opinion of Spokane County, the lot owner is unable to properly maintain the storm water disposal system, the County and/or its agent shall have the right to perform such operation and maintenance as required. All costs incurred by Spokane County and/or its agent shall be reimbursed by the lot owner. In order for Spokane County to

perform in this capacity, it shall have the right of ingress and egress over all easements set aside for storm water disposal.

2.3 Annexation of Additional Parcels. Additional parcels may be annexed to the Property and become subject to this Declaration by either of the following methods:

2.3.1. Annexation Pursuant to Plan. The Property described in Exhibit C, or any portion thereof, may be annexed to and become a part of the Project. Subject to this and subject to the jurisdiction of the Association, without the assent of the Association or its Members, on condition that:

2.3.1.1 Any annexation pursuant to this Subparagraph shall be made prior to seven (7) years from the date of recordation of this Declaration or of the Declaration of Annexation for any phase of the Project.

2.3.1.2 A Declaration of Annexation shall be recorded by Declarant (and by the owner of the annexed parcel, if other than Declarant) covering the applicable portion of the property to be annexed. Said Declaration shall incorporate this Declaration by reference and may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration.

2.3.2 Annexation Pursuant to Approval. Upon the vote or written assent of Declarant (while Declarant is an owner) and of two-thirds (2/3) of the total votes residing in Members of the Association other than Declarant, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may record a Declaration of Annexation in the manner described in the preceding Subparagraph.

Upon annexation of a new phase, pursuant to either Paragraph 2.3.1 or 2.3.2, the annexed parcel shall become subject to this Declaration without the necessity of amending individual sections hereof. The Owners of the Lots in a new phase will automatically become Members of the Association, and shall be entitled to all applicable benefits and subject to all applicable responsibilities associated with such membership. Declarant hereby reserves to itself, its successors and assigns, the right to, and agrees that it will, grant to the Owners of Lots in any new or pre-existing phase, such nonexclusive easements as may be necessary to the completion of the development of a new phase and the annexation thereof into the Project in accordance with the intent of this Declaration; provided,

however, that any easements of ingress and egress shall be limited to dedicated streets within the Project and to areas owned or maintained by Declarant or the Association.

ARTICLE 3

ASSOCIATION, ADMINISTRATION, MEMBERSHIP  
AND VOTING RIGHTS

3.1 Association to Manage Project. The Owners of all the Lots covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, and the Bylaws of the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration, the maintenance of landscaping within the landscape areas and easements as set forth in the Subdivision Plat, and the maintenance of all median and divider strips located within the streets within the Project.

3.2 Membership. The Owner of a lot shall automatically, upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

3.3 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.4 Classes of Membership. The Association shall have two (2) classes of voting membership established according to the following provisions:

3.4.1 Class A Membership. Class A Membership shall be that held by each Owner of a Lot other than Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association, but there shall be not more than one vote for each Lot.

3.4.2 Class B Membership. Class B Membership shall be that held by Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each Lot owned by Declarant; provided that Class B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time:

3.4.2.1 When the total outstanding votes held by Class A Members (all phases) equals the total outstanding votes (tripled as above) held by the Class B Member (all phases). Once Class B Membership is converted, it shall forever cease to exist regardless of the annexation of additional phases within the Project; or

3.4.2.2 On the seventh anniversary of the recordation of this Declaration.

3.5 Voting Requirements. Except where otherwise expressly provided in this Declaration, the Articles or the Bylaws, any action by the Association which must have the approval of the Association Membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (both classes) of the Association.

3.6 Commencement of Voting Rights. Voting rights attributable to any Lot in a phase other than the first phase, shall not vest until that Lot shall also be subject to assessment obligations to the Association, pursuant to Article 4 below.

3.7 Membership Meetings. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

3.8 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established, and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

Article 4

MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be

established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner of a Lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any part of the Project or by the abandonment of his Lot.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of all the residents in the entire Project, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs and replacement of those areas and facilities owned and managed by the Association, and which must be replaced on a periodic basis. Specifically, and without limiting the generality of the foregoing, the assessments shall be used to cover expenses of administering the Association, of enforcing the covenants, conditions, and restrictions of the Declaration, of providing for the insurance for the Association, and of providing for the maintenance of landscaped areas of the Project, and of medians and dividers located within the streets of the Project.

4.3 Regular Assessments. Until the first day of the fiscal year immediately following the closing of the sale of the first Lot in the Project, the regular annual assessment per Lot shall be such amount as is set forth in the Project budget prepared by Declarant, payable in periodic installments as determined by the Board. Each Lot's share for the first Association fiscal year shall be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the beginning of each fiscal year.

4.4 Special Assessments. In addition to the regular assessments authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Project, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this Declaration and the Bylaws, including attorneys' fees and costs.

4.5 Allocation of Assessments. Each Lot, including Lots owned by Declarant, shall bear an equal share of each



regular and special assessment (except for special assessments imposed against an individual Lot and its Owner under the preceding Subparagraph). The equal allocation of assessments shall not affect the obligation of any limited Common Property Owner to pay his share of expenses relating to such Limited Common Property, all as provided in Article 2 above.

4.6 Date of Commencement of Assessment: Due Dates. The regular assessments provided for herein shall commence as to all Lots in the Project or any phase thereof on the first day of the month following closing of the sale of the first Lot in the Project or phase thereof. Due dates of assessments shall be required other than an annual notice setting forth the amount of the regular assessment and the dates on which the assessment installments shall become due.

4.7 Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Lots including such mortgagee. In a voluntary conveyance of a Lot the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

4.8 Enforcement of Assessment Obligation; Priorities; Discipline. If any part of any assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge of Five Dollars (\$5.00) shall be assessed and additional Five Dollars (\$5.00) sums shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. Each assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in

deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

#### ARTICLE 5

##### DUTIES AND POWERS OF THE ASSOCIATION

5.1 Duties and Powers. In addition to the duties and powers enumerated in the Bylaws and Articles, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

5.1.1 Maintain, repair, replace and manage all landscape materials, grass, automatic landscape irrigation system, signs, and fencing within Tract "C", Block 1; Tract "D", Block 2; the center median in Center Street at its intersection with Mill Road as indicated on the approved plans of adjacent streets, and all property that may be acquired by the Association.

5.1.2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and the commencement of actions.

5.1.3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

5.1.4 Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project.

5.1.5 Adopt reasonable rules not inconsistent with this Declaration, the Articles, or the Bylaws relating to the use of particular areas within the Project, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.

5.1.6 Maintain, repair, replace and manage the living landscaping materials and grass, automatic landscape irrigation system, and chainlink fencing on all of Tract "B", Block 6 of the subdivision Plat as indicated on the approved plans of adjacent streets; it being understood that Tract "B" is owned by Spokane County for the purpose of operating a sewage lift station and that Spokane County shall be responsible to maintain, repair, replace and manage all buildings, equipment and non-living materials except as noted above.

5.2 Association Easements and Access to Lots. For the purposes of performing the maintenance authorized by this Article or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have an easement over and onto all portions of the Project, and shall also have the right, after reasonable hours, to enter any Lot.

ARTICLE 6

UTILITIES

6.1 Owners Rights and Duties. The rights and duties of the Owners of Lots within the Project with respect to utilities shall be as follows:

6.1.1 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections, or any portion thereof, is in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owners of any Lots served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have the utility companies enter upon the Lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

6.1.2 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections serve more than one Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

6.1.3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the

Board shall be final and conclusive on the parties.

[Added by Amendment 2, 20 June 1989:]

**6.1.4 Street Lights. The cost and expense of installation, maintenance and operation shall be billed to and paid by the owners of lots within the Arrowhead Point Subdivision in accordance with the rules and regulations set forth by Whitworth Water District.**

6.2 Easements for Utilities and Maintenance. Easements over and under the Property for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, such as may be hereafter reasonably required to service the Property, are hereby reserved by Declarant and its successors-in-interest and assigns, including the Association, together with the right to grant and transfer the same; provided, however, that no such reservation or grant of an easement shall unreasonably interfere with the use or occupation of any Lot by its Owner, or with the construction of a Dwelling on any Lot.

ARTICLE 7  
COVENANTS FOR MAINTENANCE

7.1 Lots to be Kept in Good Repair; Creation of Lien. Each owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the proper maintenance of septic systems, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Garage interiors shall be maintained in a clean and orderly manner, so as to avoid the danger of fire. If, in the opinion of the "Architectural Committee" as hereinafter defined, any owner fails to perform the duties imposed by the Association, after approval by a two-thirds (2/3) decision of the Association Board, and after fifteen (15) days written notice to the owner to remedy the condition in question, the committee shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

7.2 Bona Fide Purchaser Not Responsible for Lien. The lien provided in Section 7.1 hereof shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to the recordation among the land records of Spokane County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE 8  
USE RESTRICTIONS: GENERAL COVENANTS

8.1 Arrowhead Point Governmental Regulation: Strictest Standards Control. Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or

the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or Arrowhead Point restrictions shall be taken to govern and control.

8.2 Restriction Against Manufacturing or Commercial Enterprise. 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 residential lot, or within any building located on a residential lot. No goods, equipment, materials, supplies or vehicles (including buses, trucks and trailers of any description) used in connection with any trade, service, or business wherever the same may be conducted shall be kept, parked, stored, dismantled or repaired outdoors on any residential lot or on any street within Arrowhead Point. Nothing shall be done on any residential lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office such as, but not limited to, real estate or accounting.

8.3 Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed 2-1/2 stories in height and a private garage.

8.4 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently except that tents may be used by Owner or his or her family in "camping out".

8.5 Restrictions Against Subdividing. No Lot shall be split, divided, or subdivided for sale, resale, or gift for the purpose of creating another building site.

8.6 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

8.7 Water Pollution - Prevention. In the interest of public health and sanitation, and so that the above-described land and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof, an Owner will not use his Lot or Lots for any purpose that would result in the pollution of any waterway that flows through or is adjacent to such Lot by refuse, sewage, or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

8.8 Signs. No sign of any kind shall be displayed to the

public view on any Lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. [ Per RCW 64.38.034, political signs can't be prohibited but manner and placement can be regulated. ]

8.9 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the Triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8.10 Restriction Against Oil and Gas Wells. No well for the production of, or from which there may be produced, oil or gas shall be drilled or operated on the premises, nor shall any machinery, appliance, or structure be placed, operated, or maintained therein in connection with such activities.

8.11 Animals.

8.11.1 No animal, livestock or poultry of any kind may be raised, bred or kept on any lot. However, cats, dogs, birds or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose.

8.11.2 Any animals not restricted shall be properly sheltered and cared for.

8.11.3 Dogs shall be leashed or penned, and not allowed to run loose except under close supervision.

8.12 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

8.13 Recreational Vehicles. Recreational vehicles, including boats, motorcycles, snowmobiles and the like are not to be used in Arrowhead Point, either in the Limited Common Property or any Lot, and such vehicles must be stored in an attached enclosed garage.

8.14 External Lighting. All external lighting shall be non-glare and approved by the Architectural Committee prior to installation.

8.15 Vehicles. No vehicle in excess of 6,000 pounds gross weight (including campers, motorhomes, business, boats, trucks and trailers of any description) used for private purposes may be kept, parked, stored, dismantled or repaired outdoors on any residential lot or on any street within Arrowhead Point. No owner shall permit any vehicle owned by him or any member of his family or by an acquaintance which is in an extreme state of disrepair to be abandoned or to remain parked upon his lot or upon any street within Arrowhead Point for a period in excess of 48 hours. A vehicle shall be conclusively presumed to be in a state of extreme disrepair when, in the opinion of the board, its presence offends the reasonable sensibilities of the occupants of Arrowhead Point. The board may grant exceptions to any provision of this section for periods of not more than 14 days when requested by a lot owner, which exception may not be renewed.

8.16 Antennas. No radio or television antenna shall be permitted to extend more than 10 feet above the roof line of any residence without the written approval of the Architectural Control committee obtained in the manner described in Section 9.1.

ARTICLE 9  
ARCHITECTURAL CONTROL

9.1 Approval of Plans by Architectural Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or if no suit to enjoin the erection of such structures has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

9.2 Specification of Reasons of Disapproval. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any the following:

9.2.1 The failure of any such plans or specifications to comply with any of the Arrowhead Point restrictions;

9.2.2 Failure to include information in such plans and specifications as may have been reasonably

requested;

9.2.3 Objection to the exterior design, appearance or materials of any proposed structure;

9.2.4 Incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity;

9.2.5 Objection to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;

9.2.6 Objection to the grading plan for any Lot;

9.2.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;

9.2.8 Objection to parking areas proposed for any building on the grounds of (a) incompatibility to proposed uses and structures on such Lots or (b) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or

9.2.9 Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of Arrowhead Point or with structures or uses located upon other Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

9.3 Unapproved Construction: Remedies. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article 9, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 9 and without the approval required herein, and upon written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation. If fifteen (15) days after the



notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this Section 9.3 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to the recordation among the land records of Spokane County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

9.4 Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owners. Any certificate of compliance issued in accordance with the provisions of this Section 9.4 shall be prima facie evidence of the facts therein stated, and as to any title insurer, such certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Article 9, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

9.5 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$75,000.00 exclusive of the price or cost of the land based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story. All structures must incorporate at least a two-car garage with all driveways to be finished with materials approved by the Architectural Committee.

9.6 Building Location. All structures shall be placed upon a Lot so as to make the structures compatible with other structures or uses upon other Lots in the Project as approved by

the Architectural Committee.

9.7 Restrictions Against Raising Height of Grade. Neither the buyer nor any person or persons claiming; under him shall or will at any time raise the grade of any Lot or Lots herein conveyed above the grade established or to be established by Declarant unless approved by the Architectural Committee.

9.8 Restrictions Against Excavation and Grading. No excavation for stone, gravel, or earth shall be made on the Lot except for walls, basements, or cellars of dwellings; provided, however, that Declarant reserves the right at any time prior to December 31, 1989 to excavate and grade on the conveyed Lot, and to remove material from or deposit material on such Lot in connection with the work of laying out and improving Arrowhead Point; but provided further, that Declarant may waive this privilege as to any Lot on which a buyer may desire to erect a building before that date.

9.9 Restrictions as to Building Materials - Covering Outside Walls. No residence or structure shall be built on any Lot which shall use materials for siding or roofing which have not been approved by the Architectural Committee. No residence or structure of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built nor shall aluminum siding be allowed.

9.10 Restrictions as to Roof Construction. **[As revised by Amendment 3, 22 June 1998]** ~~Roofs shall~~ will be covered with shingles of wood, ~~or with slate, or tile, or products resembling the look of those materials,~~ and of ~~such~~ construction as approved by the Architectural Committee. **Roofs may also be covered with laminated, fiberglass based, 40 year minimum warranty, Architectural Composition products as approved by the Architectural Committee. The Architectural Committee will identify, maintain and update a list of suitable options.**

9.11 Restrictions as to Fences - Height and Style. No fence or wall shall be erected or maintained on a Lot without the prior written approval of the Architectural Committee as to location, style, and materials used. Trees, hedging and natural vegetation may be used as a border line with the prior written approval of the Architectural Committee.

9.12 Requirement as to Seeding and Planting. **[As revised by Amendment 1, 29 July 1987]** When any building shall be constructed on any Lot, the owner of such Lot shall submit to the Architectural Committee landscaping plans as to lawn, trees, and planting materials and shall comply with such landscaping as is approved by the Architectural Committee. No litter or rubbish shall be allowed on the premises and no irrigation shall be introduced without the approval of the Architectural Committee. ~~Prior to occupancy front yard landscaping must be completed. Front yard landscaping must be completed within 30 days of occupancy on all homes occupied from April 1st through September 1st; homes occupied from September 2nd through March 31st will have until the following June 1st to complete the front landscaping as required hereunder.~~

#### ARTICLE 10

#### PARTY WALLS

10.1 General Rules of Law to Apply. In the event there should be any common or party wall construction in the Project,

each wall which is built as a part of the original construction of the homes upon the Project and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

10.2 Construction. All party walls shall be constructed in such a manner as to provide a 2-hour fire wall and a sound transmission classification of 50 minimum.

10.3 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

10.4 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

10.5 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection and repair against such elements.

10.6 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

10.7 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE 11

### GENERAL PROVISIONS

11.1 Enforcement. The Association, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained

shall in no event be deemed a waiver of the right to do so thereafter.

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

11.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No such waiver, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington; provided, however, that this provision shall have no application so long as Declarant shall be the Owner of twenty-five percent (25%) of the Lots in Arrowhead Point.

11.4 Conveyance. Each Owner accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

11.5 Exceptions. Exceptions to any of the above-listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of these covenants and restrictions.

11.6 Calendar Year. The year for record keeping and other business and related transactions of the Homeowners Association shall be a calendar year.

11.7 Limitation of Restrictions on Declarant. Declarant is performing certain work in connection with the subdivision of the Property and the construction of community improvements thereon. The completion of that work and the sale of Lots is essential to the establishment of welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

11.7.1 Prevent Declarant, its contractors, or subcontractors, from doing on the Property or any Lot,

whatever is reasonably necessary or advisable in connection with the completion of the work; or

11.7.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

11.7.3 Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale lease or disposition thereof.

DECLARANT:

ARROWHEAD POINT

*[Handwritten signature]*  
Partner  
*[Handwritten signature]*  
Partner  
*[Handwritten signature]*  
Partner

## Exhibit "A"

LEGAL DESCRIPTION  
Final Plat of ARROWHEAD POINT

That portion of the South Half of Section 6, T.26 N., R.43 E.W.M., Spokane County, Washington, described as follows:

Beginning at the East Quarter Corner of said Section 6; thence N.89°50'30"W along the north line of said South Half of Section 6 a distance of 243.21 feet (243.74 feet, Record) to the westerly margin of Mill Road, as it now exists 60 feet in width; thence S.30°26'15"W. (S.30°28'W., Record) along said westerly margin a distance of 1315.83 feet to the True Point of Beginning; thence continuing S.30°26'58"W. along said westerly margin a distance of 330.00 feet; thence N.59°33'02"W. a distance of 205.00 feet; thence N.30°26'58"E. a distance of 39.16 feet; thence N.59°33'02"W. a distance of 125.00 feet; thence S.80°28'55"W. a distance of 65.24 feet; thence N.63°17'36"W. a distance of 325.27 feet; thence N.51°43'18"W. a distance of 106.90 feet; thence S.87°14'41"W. a distance of 114.79 feet; thence S.81°44'36"W. a distance of 50.54 feet; thence S.79°59'12"W. a distance of 132.91 feet; thence N.13°24'20"E. a distance of 150.00 feet to the beginning of a curve concave to the North, the radius point of which bears N.13°24'20"E. a distance of 493.73 feet; thence westerly along said curve through a central angle of 4°00'00" an arc distance of 34.47 feet; thence N.72°35'40"W. a distance of 60.00 feet; thence N.17°24'20"E. a distance of 50.00 feet; thence N.15°24'20"E. a distance of 140.00 feet; thence N.43°05'12"W. a distance of 364.96 feet; thence N.73°45'45"W. a distance of 130.00 feet; thence S.27°48'47"W. a distance of 38.11 feet to the beginning of a non-tangent curve concave to the Southwest, the radius point of which curve bears S.46°02'46"W. a distance of 45.00 feet from said point of beginning; thence northwesterly along said curve through a central angle of 45°56'12" an arc distance of 36.08 feet; thence N.27°48'47"E. a distance of 58.32 feet; thence N.50°03'12"W. a distance of 245.18 feet; thence N.09°40'18"E. (Record) a distance of 50.13 feet; thence N.05°13'48"E. (Record) a distance of 162.34 feet (163.45 feet, Record) to the North line of said South Half of Section 6; thence S.89°50'13"E. (S.89°48'16"E. Record) along said North line a distance of 886.63 feet; thence S.00°09'30"W. a distance of 359.58 feet; thence S.37°22'33"E. a distance of 64.83 feet; thence S.02°09'35"W. a distance of 125.00 feet; thence S.87°50'25"E. a distance of 179.00 feet; thence N.86°16'36"E. a distance of 151.42 feet; thence S.79°41'57"E. a distance of 118.42 feet; thence S.59°33'02"E. a distance of 105.66 feet; thence S.30°26'58"W. a distance of 330.00 feet; thence S.59°33'02"E. a distance of 125.00 feet; thence S.29°11'47"E. a distance of 57.94 feet; thence S.59°33'02"E. a distance of 125.00 feet; thence N.30°26'58"E. a distance of 40.34 feet; thence S.59°33'02"E. a distance of 205.00 feet to the True Point of Beginning of this legal description.

Containing 23.03 acres, more or less

Exhibit "A" is referenced at page 4, no section, line 12,  
and page 6, section 1.16, line 4.

"26" [Un-numbered in original CC&Rs]

Exhibit "B"

LEGAL DESCRIPTIONS

LIMITED COMMON AREA

Tract "A", Block 6 of ARROWHEAD POINT, per final plat recorded in the Spokane County Auditor's Office

Situate in the County of Spokane, State of Washington

LOTS TO WHICH LIMITED COMMON AREA IS APPURTENANT

Lots 11 through 13, inclusive, and Lots 15 through 17, inclusive, all in Block 6 of ARROWHEAD POINT, per final plat recorded in the Spokane County Auditor's Office

Situate in the County of Spokane, State of Washington

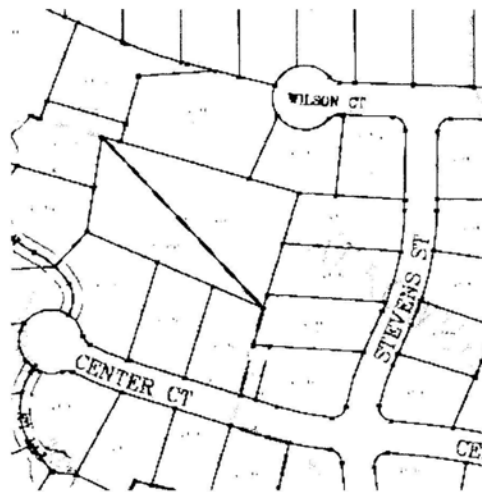
Note: Exhibit "B" is referenced at page 6, Sections 1.11 and 1.12, lines 3 in each.

This description is incomplete because it relates to an earlier phase of Arrowhead Point construction.

The limited common property is a rocky hill bounded by Wilson on the north, Stevens on the east, Center on the south, and Howard on the west, divided onto two triangles. The above Tract "A", Block 6 is the northeast triangle. Not described is the southwest triangle, Tract "A", Block 7

At the time of this notation, these addresses owned an undivided interest in Tract "A", Block 7, the southwest triangle:

Parcel number 36364.####:  
 Howard 13218 -----.1223  
 Howard 13212 -----.1204  
 Center 524 -----.1203  
 Center 516 -----.1202  
 Center 510 -----.1201



At the time of this notation, these addresses owned an undivided interest in Tract "A", Block 6, the northeast triangle:

Parcel number 36364.####:  
 Howard 13224 -----.1112  
 (owns 3 lots but only 1 lot touches Block 6)  
 Stevens 13227 -----.1113  
 (owns 2 lots but only 1 lot touches Block 6)  
 Stevens 13217 -----.1116  
 Stevens 13211 -----.  
 Stevens 13223 -----.

"27" [Un-numbered in original CC&Rs]

## Exhibit "C"

## LEGAL DESCRIPTION

A parcel of land in the South Half of Section 6, T.26 N., R.43 E.W.M., described as follows:

Beginning at the East Quarter Corner of said Section 6; thence N.89°48'27"W. along the north line of said South Half a distance of 243.74 feet to the westerly margin of the Mill Road right of way and True Point of Beginning; thence S.30°28'00"W. along said westerly margin a distance of 1969.40 feet; thence N.63°17'36"W., 758.54 feet to the beginning of a curve, the center of which bears N.26°42'24"E., a distance of 250.00 feet; thence northwesterly along said curve through a central angle of 49°51'50" an arc distance of 217.57 feet to the beginning of a reverse curve, the center of which bears S.76°34'14"W. a distance of 250.00 feet; thence northwesterly along said curve through a central angle of 62°29'35" an arc distance of 272.68 feet; thence N.75°55'22"W. a distance of 66.18 feet; thence S.30°28'00"W., 201.27 feet; thence N.50°41'52"W., 127.69 feet; thence N.37°49'30"W., 147.94 feet; thence N.09°18'58"W., 129.92 feet; thence N.34°50'29"W., 175.05 feet; thence N.20°38'00"E., 192.12 feet; thence N.19°21'08"W., 165.34 feet; thence N.12°59'53"E., 81.43 feet; thence N.09°40'18"E., 126.60 feet; thence N.05°13'48"E., 163.45 feet to the North line of said South half of Section 6; thence S.89°48'16"E., 83.47 feet; thence S.89°48'27"E., 2315.28 feet to the point of beginning

EXCEPT that portion of the above described parcel lying south of the northerly margin of the 60' wide access and utility easement recorded under Auditor's Document No. 8206220264

Situate in the County of Spokane, State of Washington

**Note:** Exhibit "C" above is referenced at Section 2.3.1, page 9, as follows:

" 2.3.1. Annexation Pursuant to Plan. The Property described in Exhibit C, or any portion thereof, may be annexed to and become a part of the Project. "

The description seems be of property on present-day Wilson Avenue and also Garden Court, Whitehouse Street north of the corner lot at N. 13202, and Calispel Court. These areas were developed in later phases of Arrowhead Point construction.



**Amendment 1 to CC&Rs, 29 July 1987**

OFF VOL 916 PAGE 1181

**8707310423**

AFTER RECORDING RETURN TO:  
Robert L. Heitman, Jr.  
No. 8205 Division  
Spokane, WA 99208

*S2 6-26-43*

FILED OR RECORDED  
REQUEST OF TRANSAMERICA TITLE

Jul 31 3 43 PM '87

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY, WASH 6<sup>00</sup>

*ME-137915*

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ARROWHEAD POINT

DEPUTY

SNELL

WHEREAS there exists a Declaration of Covenants, Conditions and Restrictions of Arrowhead Point as recorded June 17, 1987 under Spokane County Auditor's File No. 8706240154 appurtenant to real property legally described on the attached "Exhibit A".

AND, WHEREAS Article 9.12 of the Declaration provides for completion of front yard landscaping prior to occupancy of any residence constructed on any lot developed within the real property described on "Exhibit A". Subsequent to the signing of the Declaration, the Declarant has determined that it may not be feasible to comply with the terms of Article 9.12 due to weather conditions, and therefore Declarant desires to amend and modify the provisions of said Article 9.12.

NOW, THEREFORE, the undersigned hereby Amends said Article 9.12 of the original Declaration to read as follows:

9.12 Requirement as to Seeding and Planting. When any building shall be constructed on any Lot, the owner of such Lot shall submit to the Architectural Committee landscaping plans as to lawn, trees, and planting materials and shall comply with such landscaping as is approved by the Architectural Committee. No litter or rubbish shall be allowed on the premises and no irrigation shall be introduced without the approval of the Architectural Committee. Front yard landscaping must be completed within 30 days of occupancy on all homes occupied from April 1st through September 1st; homes occupied from September 2nd through March 31st will have until the following June 1st to complete the front landscaping as required hereunder.

DATED this 29th day of July, 1987.

DECLARANT:

*Robert L. Heitman, Jr.*  
Declarant

Note: Exhibit A not included here...same as page "26"

"29" [Un-numbered in original CC&Rs]

**Amendment 2 to CC&Rs, 20 July 1989**

**8906200200**

VOL 1042 PAGE 1845

*Arrowhead pt.  
add.*

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

**18-51**

ARROWHEAD POINT

WHEREAS there exists a Declaration of Covenants, Conditions and Restrictions of Arrowhead Point as recorded June 17, 1987- under Spokane County Auditor's File No. 8706240154 appurtenant to real property legally described on the attached "Exhibit "A".

AND, WHEREAS Article 6.1 of the Declaration provides for the rights and duties of the owners of lots within the project with respect to utilities, the Declarant desires to amend provisions of said Article 6.1.

NOW THEREFORE, the undersigned amends said Article 6.1 of the original Declaration to add to said Article Item 6.1.4, Street Lights.

6.1.4 Street Lights. The cost and expense of installation, maintenance and operation shall be billed to and paid by the owners of lots within the Arrowhead Point Subdivision in accordance with the rules and regulations set forth by Whitworth Water District.

Dated this 20 day of June , 1989.

DECLARANT:

*[Handwritten signature]*  
*[Faint text below signature]*

← FILED OR RECORDED  
REQUEST OF  
Jun 20 12 08 PM '89  
WILLIAM E. DONAHUE  
AUDITOR 6<sup>00</sup>  
SPOKANE COUNTY, WASH.  
DEPUTY  
SAMPSON  
N. 8205 Division 99208

"30" [Un-numbered in original CC&Rs]

**Amendment 3 to CC&Rs, 22 June 1998 – Page 1**

**4245733**

Page: 1 of 12  
07/17/1998 02:57P  
Spokane Co, WA

**4235200**

Page: 1 of 11  
06/22/1998 04:52P  
Spokane Co, WA

RETURN TO: Garth Nicholas Bergh  
Paine, Hamblen, Coffin,  
Brooke & Miller LLP  
717 West Sprague, Suite 1200  
Spokane, WA 99204-1464

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INDEXING DATA

DOCUMENT TITLE: Third Amendment to Declaration of Covenants, Conditions and Restrictions  
RELATED DOCUMENTS: AF 8706240154, 8707310423, 8906200200 - on page 1 of document.  
GRANTOR: Arrowhead Point Homeowners Association  
GRANTEE: Arrowhead Point Homeowners Association  
LEGAL DESCRIPTION: Arrowhead Point- Volume 18 of Plats, Pages 51-56  
Arrowhead Point First Addition - Volume 18 of Plats, Pages 62-67  
Arrowhead Point Second Addition - Volume 18 of Plats, Page 93  
Arrowhead Point Third Addition - Volume 19 of Plats, Page 37  
Arrowhead Point Fourth Addition - Volume 210f Plats, Page 14

*Recorded to correct an erroneous reference to the original covenants on first page of document recorded under auditor's File No. 4235200*

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**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions of Arrowhead Point ("Third Amendment") is made by Arrowhead Point Homeowners Association (the "Association"), as of the 22<sup>nd</sup> day of June, 1998, with reference to the following facts:

**RECITALS**

- A. Arrowhead Point, a Washington general partnership, as declarant executed a Declaration of Covenants, Conditions and Restrictions of Arrowhead Point ("Original Declaration"), recorded June 17, 1987 under Spokane County Auditor's File Number 8706240154; as amended by an Amendment to Declaration of 8706170301

Un-numbered Page "1" of 11 (only pp. 1-2 included here)

"31" [Un-numbered in original CC&Rs]

**Amendment 3 to CC&Rs, 22 June 1998 – Page 2**

**4245733**

Page: 2 of 12  
07/17/1998 02:57P  
Spokane Co, WA

**4235200**

Page: 2 of 11  
06/22/1998 04:52P  
Spokane Co, WA

Covenants, Conditions and Restrictions of Arrowhead Point ("First Amendment"), dates as of July 29, 1987, and recorded July 31, 1987 under Spokane County Auditor's File Number 8707310423; and as further amended by an Amendment to Declaration of Covenants, Conditions and Restrictions of Arrowhead Point ("Second Amendment"), dated as of June 20, 1989, and recorded June 20, 1989 under Spokane County Auditor's File Number 8906200200 with respect to all lots, parcels and tracts contained within the following described subdivisions:

- Arrowhead Point -- Volume 18 of Plats, Pages 51-56
- Arrowhead Point First Addition -- Volume 18 of Plats, Pages 62-67
- Arrowhead Point Second Addition -- Volume 18 of Plats, Page 93
- Arrowhead Point Third Addition -- Volume 19 of Plats, Page 37
- Arrowhead Point Fourth Addition -- Volume 21 of Plats, Page 14

The Original Declaration, the First Amendment and the Second Amendment are collectively referred to herein as the "Declaration."

- B. The Association desires to amend certain provisions of the Declaration, in accordance with the provisions of Section 11.3 of the Declaration.

**DECLARATION**

NOW, THEREFORE, the Association declares as follows:

1. Amendment. Section 9.10 of the Declaration is deleted in its entirety and replaced with the following:

9.10 Restrictions as to Roof Construction. Roofs will be covered with shingles of wood, slate, tile, or products resembling the look of those materials, and of construction as approved by the Architectural Committee. Roofs may also be covered with laminated, fiberglass based, 40 year minimum warranty, Architectural Composition products as approved by the Architectural Committee. The Architectural Committee will identify, maintain and update a list of suitable options.

2. Effect. Upon recording, this Third Amendment shall become effective and become a part of the Declaration. Except as modified herein, the Declaration, and all the terms and conditions thereof, are ratified and reaffirmed and shall be and remain in full force and effect.

Page 2 of 11 (only pp. 1-2 included here)

Note: The remaining 9 pages of this Amendment contain approving signatures of not less than 90% of lot owners, and various certifications. They are not included here, to save space, as they are not considered necessary for understanding the document.

"32" [Un-numbered in original CC&Rs]

**Amendment 4 to CC&Rs, 07 August 2023 – Page 1**

7300618 08/07/2023 01:29:22 PM  
Rec Fee: \$205.50 Page 1 of 3  
Amendment SIMPLIFILE LC E-RECORDING  
Spokane County Washington eRecorded

AFTER RECORDING RETURN TO:

SMITH + MALEK, PLLC  
Attn: Cora J. Whitney  
601 W. Riverside Ave., Ste. 1320  
Spokane, WA 99201

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(Space Above Reserved for Recorder)

Document Title: Fourth Amendment To The Declaration Of Covenants, Conditions and Restrictions of Arrowhead Point

Related Documents: 2174197 (Old Trans No. 8706240154), 2183045 (Old Trans No. 8707310423), 2317743 (Old Trans No. 8906200200), 2172617 (Old Trans No. 8706170301)

Grantor(s): Arrowhead Point Homeowners Association

Grantee(s): Arrowhead Point Homeowners Association homeowners

Legal Description(s): Arrowhead Point - Volume 18 of Plats, Pages 51-56, Lots 1-2, Block 1; Lots 1-2, Block 2; Lots 1-7, Block 3; Lots 1-21, Block 4; Lots 1-2, Block 5; Lots 1-19, Block 6 Arrowhead Point

Arrowhead Point First Addition - Volume 18 of Plats, Pages 62-67, Lots 1-18, Block 7 Arrowhead Point First Addition

Arrowhead Point Second Addition - Volume 18 of Plats, Page 93, Lots 1-8, Block 8; Lots 1-9, Block 9; Lots 1-3, Block 10; Lots 1-8, Block 11

Arrowhead Point Third Addition - Volume 19 of Plats, Page 37, Lots 1-15, Block 12; Lots 1-4, Block 13; Lots 1-7, Block 14

Arrowhead Point Fourth Addition - Volume 21 of Plats, Page 14, Lots 1-6, Block 15; Lots 1-14, Block 16

## Amendment 4 to CC&Rs, 07 August 2023 – Page 2

7300618 Page 2 of 3 08/07/2023 01:29:22 PM

### FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ARROWHEAD POINT

WHEREAS, it is deemed desirable and to be in the best interest of the Arrowhead Point Homeowners Association (the "Association") that the following amendments to the Covenants, Conditions and Restrictions be made.

NOW THEREFORE, BE IT RESOLVED, the following amendments are hereby effective as of the date written below:

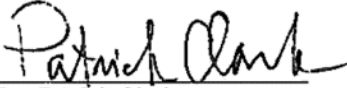
1. Article 8, Section 8.2 Restriction Against Manufacturing or Commercial Enterprise. is hereby amended to add the following new sentence as the second sentence to this Section.
  - a. "Prohibited business or commercial activity shall include, but not be limited to, short term rentals, vacation rentals, room rentals, and other similar types of arrangements such as bed and breakfast operations."
2. Article 8, Section 8.2 Restriction Against Manufacturing or Commercial Enterprises. is hereby further amended to add the following new sentence to the end of this Section.
  - a. "Notwithstanding the foregoing, this Section 8.2 shall not restrict an Arrowhead Point resident from receiving caregiving/caretaking services in one's residence, such as, by way of example, in-home senior caregiving services, that may be of a commercial nature."
3. Article 8, Section 8.15 Vehicles. is hereby amended to remove the term "telegraph" and in its place use the phrase "electronic communication, such as email".
  - a. "No vehicle in excess of 8,000 pounds gross weight (including, but not limited to, campers, motorhomes, business vehicles, boats, trucks and trailers of any description) used for private and/or business/commercial (including, but not limited to, vehicles with aftermarket advertising or equipment) purposes may be kept, parked, stored, dismantled or repaired outdoors on any residential lot or on any street within Arrowhead Point. No owner shall permit any vehicle owned by said owner, any member of the owner's family, or by an acquaintance which is in an extreme state of disrepair to be abandoned or to remain parked upon the owner's lot or upon any street within Arrowhead Point for a period in excess of 48 hours. A vehicle shall be conclusively presumed to be in a state of extreme disrepair when, in the opinion of the board, its presence offends the reasonable sensibilities of the occupants of Arrowhead Point. The board may grant exceptions to any provision of this Section 8.15 for periods of not more than 14 days when requested by a lot owner, which exception may not be renewed, in the sole discretion of the board."

Except as otherwise stated herein, the Covenants, Conditions and Restrictions remain in full force and effect.

**Amendment 4 to CC&Rs, 07 August 2023 – Page 3**

7300618 Page 3 of 3 08/07/2023 01:29:22 PM

As approved by the Association on this 10<sup>th</sup> day of June, 2023.

A handwritten signature in cursive script that reads "Patrick Clark". The signature is written in black ink and is positioned above a horizontal line.

By: Patrick Clark  
Its: President

~~FILED FOR RECORD~~

REQUEST OF *Inland Pacific Engineering*

8706240154

JUN 24 10:33 AM '87

OFF. VOL. 908 PAGE 233

WILLIAM E. DONAHUE 400

AUDITOR  
[SPOKANE COUNTY, WASH.]  
REPUTY

DECLARATION OF COVENANT REQUIRING PRIVATE CONSTRUCTION AND  
MAINTENANCE OF PLAT APPROVED PRIVATE ROAD

MINOR  
S25 Altamora  
99202

"Declaration of Covenant

"In consideration of the approval by Spokane County of ARROWHEAD POINT, which plat creates 48 lots described as follows:

Lots 1 and 2, Block 1; and Lots 1 and 2, Block 2; and Lots 1 through 6, inclusive, of Block 3; and Lots 1 through 19, inclusive, of Block 4; and Lots 1, of Block 5; and Lots 1 through 18, inclusive, of Block 6 of ARROWHEAD POINT

the undersigned covenants and agrees that:

"1. The owner(s) of the aforescribed property or of any lot which has been or is subsequently created on said property shall be responsible for the financing for construction and maintenance of all private roads within said plat.

"2. The road shall be improved consistent with Spokane County standards for private roads.

"3. Maintenance methods, standards, and financing shall be in a manner determined by the owners of a majority of the square footage of buildable land within such aforescribed property.

"4. In the event such private road is improved to Spokane County standards for public streets and the County is willing to accept the dedication of such road, each lot owner shall execute any documents necessary to accomplish such dedication.

"5. Owners of lots within the above referenced plat, who are served by such private road, may sue and recover from any owner of any lot within said plat which similarly served who refuses to participate in the road construction, financing, and maintenance. Such owners who refuse to share the costs under the percentage set forth above shall be liable for any attorneys fees.


"6. WARNING: Spokane County has no responsibility to build, improve, maintain or otherwise service the private roads contained with or providing service to the property described in this plat. By accepting this plat or subsequently by allowing a building permit to be issued on property on a private road, Spokane County assumes no obligation for said private road and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road. This requirement is and shall run with the land and shall be binding upon the owner, their heirs, successors or assigns including the obligation to participate in the maintenance of the private road as provided herein."

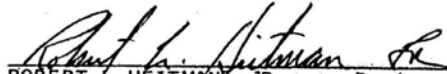


IN WITNESS WHEREOF, the undersigned being the Declarants herein, have hereunto set their hands or caused their corporate name to be hereunto subscribed and affixed their corporate seal (if any) this 18 day of June, 19 87.

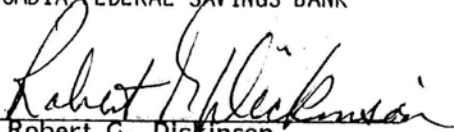
ARROWHEAD POINT, a Washington General Partnership

  
RICHARD C. NELSON, as Partner

  
DAVID C. HENRY, as Partner

  
ROBERT L. HEITMAN, JR., as Partner

COLUMBIA FEDERAL SAVINGS BANK

By:   
Robert G. Dickinson  
Vice President

By:   
F. J. Blanco  
Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
County of Spokane ) ss On this day personally appeared before me RICHARD C. NELSON, DAVID C. HENRY, and ROBERT L. HEITMAN, JR., to me known to be the individuals described in the foregoing instrument as and known to me to be partners of ARROWHEAD POINT, a Washington General Partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said partnership.

GIVEN under my hand and official seal this 17th day of June, 1987.

*Patrick J. Moore*  
Notary Public in and for the State of Washington,  
residing at Spokane

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
County of Chelan ) ss On this 18 day of June, 1987 before me, the undersigned, a notary public in and for the State of Washington, personally appeared Robert G. Dickinson and P. J. Bilanko to me known to be the Vice President and Vice President, respectively of COLUMBIA FEDERAL SAVINGS BANK, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year first above written.

*Cathy M. Johnson*  
Notary Public, in and for the State of Washington,  
Residing at Wenatchee