



conduct of Owners and their tenants and guests with respect to the Property and other Owners.

5.1.6 Establish one or more checking or savings accounts in the name of the Association with any bank, savings association or credit union doing business in Spokane County, Washington and designate signatories thereon.

ARTICLE 6

UTILITIES

6.1 Owners' Rights and Duties. The rights and duties of the Owners of Lots within Hampton Commons 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 Hampton Commons, 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 Hampton Commons, 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.

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 and such as are shown on the face of the Planned Unit Development Plat, 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 Owners, or the construction of a Dwelling on any Lot.



6.3 Underground Utilities. In the interest of public health and safety and in the interest of avoiding the presence of unsightly poles and structures, all utilities to be installed within Hampton Commons shall be buried in accordance with the best standard practices presently in use for the burying of such utilities and as provided by the Architectural Committee.

ARTICLE 7

COVENANTS FOR MAINTENANCE AND CONSTRUCTION

7.1 Lots to be Kept in Good Repair. 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, and the painting (or other appropriate external care) of all buildings and other improvements, and in the case of undeveloped lots, weeding, mowing and keeping free of debris or refuse all in a manner and with such frequency as is consistent with good property management.

7.2 Commencement and Completion of Construction. The Owner of any lot, except Declarant, shall commence construction of a dwelling on the lot not later than 18 months after closing of the lot. All construction shall be completed within 12 months from the date of commencement of construction.

ARTICLE 8

USE RESTRICTIONS: GENERAL COVENANTS

8.1 Hampton Commons, Governmental Regulation; Strictest Standards Control. Restrictions contained herein shall not be construed 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 Hampton Commons, covenants 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 Lot, or within any building located on a 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 Hampton Commons. Nothing shall be done on any 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, insurance, accounting or real estate.



8.3 Land Use and Building Type. No Lot shall be used except for residential purposes. Except as provided herein, no building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family Dwelling not to exceed two stories in height and a private attached garage for not less than two cars. The two story height limit herein shall not include a basement or daylight basement. The location and design of any building or structure detached from the dwelling, for the purpose of storage, housing swimming pool equipment, cabanas, gazebos and similar structures are subject to approval of the Architectural Committee.

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.

8.5 Restriction 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 Disposable Items. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including, particularly, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the real property. Garbage and similar solid waste shall be kept in sanitary containers well suited for the purpose.

8.7 Protection of Storm Water Drainage. Neither lot owners or the Association may construct any structure within the storm water drainage easements and/or areas in or adjoining the Hampton Commons Planned Unit Development Plat.

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, and two large signs used by the Declarant to advertise the property during the construction and sales period. Monument signs designating the entrance to Hampton Commons, as hereinabove provided, are expressly permitted.

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 within the triangular area formed by the street property lines and a line connecting them at points twenty-five (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 ten (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 Animals.

8.10.1 No animals, 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.

8.10.2 Any animals not restricted shall be properly sheltered and cared for. The Homeowners Association retains the right to limit the number of non-restricted animals, by a majority vote, should it become apparent the number of animals has become an annoyance or nuisance.

8.10.3 Dogs shall be leashed or penned, and not allowed to run loose except under close supervision. Dog kennels or runs must be approved by the Architectural Committee.

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

8.12 Vehicles. No vehicle in excess of 6,000 pounds gross weight (including campers, motor homes, boats, trucks and trailers of any description) used for private purposes may be kept, parked, stored, dismantled or repaired outdoors on any street within Hampton Commons. 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 remain parked upon his Lot or upon any street within Hampton Commons, for a period in excess of 48 hours.

8.13 Antennae. No external radio or television antennae, or transmitters shall be permitted, save parabolic reflectors (satellite dish antennae and wireless cable receivers) less than 20 inches in diameter without prior written approval of the Architectural Committee.

8.14 Energy Devices. Energy generating and storage facilities, including, but not limited to, solar panels and their appurtenances, fuel tanks, auxiliary generators, heat pumps and air conditioning compressors, shall be designed and placed in aesthetic harmony with the other improvements to which they are appurtenant, as determined by the Architectural Committee, and shall be insulated so as not to produce an unreasonable level of noise.

8.15 Firearms. The use of firearms or explosives is prohibited, except as required for construction work duly authorized by the Architectural Committee.

8.16 Clotheslines. No exterior clotheslines shall be erected or maintained and there shall be no outside laundering or drying clothes.



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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 Property, 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 the Declarant and other member to be determined by the Declarant.

9.1.1 There shall be not less than three (3) members of the Committee.

9.1.2 Declarant will appoint all of the members of the Committee from and after date of recordation of this Declaration until the earlier of: (1) the tenth (10th) anniversary of the recordation of this Declaration, or (2) conveyance by Declarant of all lots in Hampton Commons, whichever occurs earlier. Declarant will advise the Board of Directors upon the conveyance of the last lot by Declarant, if applicable.

9.1.3 At such time as the Declarant power to appoint members ceases, the Board of Directors shall have the power to appoint all of the members of the Committee.

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 of the following:

9.2.1 The failure of such plans or specifications to comply with any of the Hampton Commons 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 exiting 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 Objection to the obstruction of views created by the proposed structure.

9.2.10 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 Hampton Commons 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 Submission of Plans. All plans and specifications required to be submitted to the Architectural Committee shall be submitted by mail to the address of the Architectural Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

9.3.1 The location of the structure upon the Lot;

9.3.2 The elevation of the structure with reference to the existing and finished Lot grade;

9.3.3 The general design;

9.3.4 The interior layout;

9.3.5 The exterior finish materials and color, including roof materials.

9.3.6 Other information which may be required in order to determine whether



the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

9.3.7 Appropriate provision for storm water drainage shall be incorporated into each lot and approved by the Committee. It is the sole responsibility of the owner to provide appropriate protection for his dwelling for storm water or other drainage.

9.4 Plan Check Fee. The Architectural Committee may, in its discretion, require the payment of a reasonable plan check fee to cover the administrative costs of reviewing development proposals. It will be necessary to pay such plan check fee upon submitting plans and specifications to the Committee.

9.5 Approval Procedures. Within fourteen (14) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Architectural Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications.

9.6 Architectural Committee Liability Limitation. Neither the Architectural Committee, nor any member, employee agent thereof shall be liable to any owner or tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties thereunder. Likewise, anyone so submitting plans to the Architectural Committee for approval, by submitting such plans, and any person when he becomes an owner a tenant, agrees that he or it will not make any claim or bring any action or suit against the Architectural Committee, or any member employee or agent of the Committee.

9.7 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 fifteen (15) days' 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 re-altered, and any such use shall be terminated, so as to extinguish such violation.

9.8 Dwelling Quality and Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred (900) square feet for a one-story Dwelling; nor less than one thousand fifty (1,050) square feet for a two-story Dwelling, of which a minimum of six hundred fifty (650) square feet must be on the



main floor and a minimum of four hundred (400) square feet on the second floor. All structures must incorporate at least a two-car garage with a finished driveway or private drive.

9.9 Restriction 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.

9.10 Restriction Against Excavation and Grading. No excavation for stone, gravel, or earth shall be made on any Lot except for walls, basements, or cellars of Dwellings; provided, however, that Declarant reserves the right at any time prior to sale of any Lot 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; 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.

9.11 Restrictions as to Building Materials - Covering Outside Walls. No residence or structure of any kind that is commonly known as "boxed" or "sheet metal" construction shall be built, nor shall aluminum siding be allowed.

9.12 Restriction 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. No fences shall be permitted in the front yards of any Lot. Fences in rear yards and side yards shall not exceed six (6) feet in height. Trees, hedging and natural vegetation may be used as a border line with the prior written approval of the Architectural Committee and subject to the height restrictions set forth in Section 9.15 below.

9.13 Requirements as to Seeding and Planting. Within ninety (90) days of occupancy, front yard landscaping must be completed, weather permitting, and back yard completion must take place within twelve (12) months after occupancy.

9.14 Construction Completion Requirements. Any Dwelling or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting and front yard landscaping, pursuant to approved plans and specifications, all within one (1) year from the date of commencement of construction.

9.15 Mandatory Reconstruction. All buildings must have adequate insurance to fully rebuild in case of fire or other disaster, and the Owner shall immediately rebuild or repair.

9.16 Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour, upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals



shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon, and across the residential Lots for the purpose of making and carrying out such inspections.

ARTICLE 10

GENERAL PROVISIONS

10.1 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. The prevailing party in any such proceeding shall be entitled to an award of attorneys' fees and costs. 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.

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

10.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) 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 at any time by a seventy-five per cent (75%) affirmative vote of association members as provided in Article III. No such waiver, termination, or modification shall be effective until a proper instrument in writing shall be executed by the Association and recorded in the office of the Auditor for the County of Spokane, State of Washington.

10.4 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.

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

10.6 Limitation of Restrictions on Declarant. Declarant is performing certain work in connection with the subdivision of the Property and the construction of community improvement thereon. The completion of that work and 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:

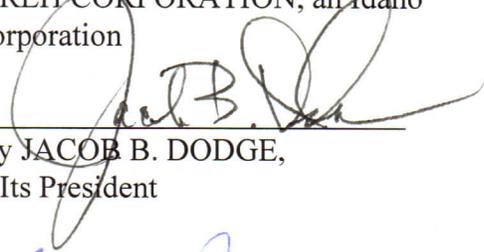
10.6.1 Prevent Declarant, its contractors or subcontractors, from doing on the Property or any Lot whatever is reasonably necessary or advisable in connection with the completion of the work; or

10.6.2 Prevent Declarant or its representatives from erecting, constructing or 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

10.6.3 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:

JIREH CORPORATION, an Idaho corporation


By JACOB B. DODGE,
Its President


By BARBARA J. DODGE
Its Secretary

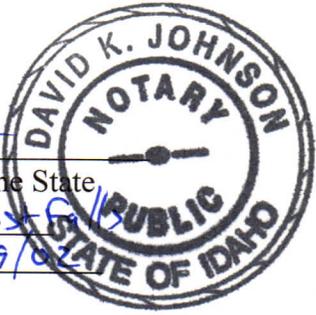
STATE OF Idaho)
) ss.
County of Kootenai)



I certify that I know or have satisfactory evidence that Jacob B. Dodge and Barbara J. Dodge, signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it, as the President and Secretary, respectively, of Jireh Corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: 7/1, 1997.

NOTARY PUBLIC in and for the State
of Idaho, residing at 705 Falls
My appointment expires: 6/29/02





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Spokane Co, WA

Legal Description

A portion of land situated in the City of Cheney, the County of Spokane, the State of Washington; said land being located in the Northeast ¼ of Section 12, Township 23 North, Range 41 East, W.M., more particularly described as follows:

The Northwest quarter of the Northeast quarter of SECTION 12, TOWNSHIP 23 NORTH, RANGE 41 EAST, W.M., in Spokane County, Washington;

EXCEPT that North half of that portion of the West 274.00 feet of the East 617.00 feet of the Northwest quarter of the Northeast quarter lying South of Betz Road in SECTION 12, TOWNSHIP 23 NORTH, RANGE 41 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON;

EXCEPT the South 150 feet;

AND EXCEPT the East 343 feet thereof;

AND EXCEPT Murphy Road (North Sixth Street); and Betz Road.