

AFTER RECORDING RETURN TO:
WITHERSPOON, KELLEY, DAVENPORT & TOOLE, P.S.
ATTN.: John M. Riley
1100 US BANK BLDG.
SPOKANE, WA 99201

4119366
Page: 1 of 24
07/08/1997 04:20P
Spokane Co. WA

TRANSNATION. TITLE INS CO COV \$31.00

Document Title: Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

Grantor: Jireh Corporation, an Idaho corporation

Grantee: Hampton Commons, a Planned Unit Development

Legal Description: Portion of NW ¼ of NE ¼ of Section 12, T 23 N, R41 EWM.

Additional Legal Description: page 20

Assessor's Tax Parcel Numbers: 13121.0077

70897.2
24
9

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
OF
HAMPTON COMMONS
A PLANNED UNIT DEVELOPMENT
JIREH CORPORATION, AN IDAHO CORPORATION

DECLARANT

COURTESY RECORDING



TABLE OF CONTENTS

ARTICLE 1

DEFINITIONS 2

1.1 "Assessment" 2

1.2 "Association" 2

1.3 "Board" or "Board of Directors" 2

1.4 "Bylaws" 2

1.5 "Common Expenses" 2

1.6 "Common Property" 2

1.7 "Declarant" 2

1.8 "Declaration" 2

1.9 "Dwelling" 3

1.10 "Hampton Commons" 3

1.11 "Lot" 3

1.12 "Member" 3

1.13 "Owner" or "Owners" 3

1.14 "Project Documents" 3

1.15 "Property" or "Properties" 3

ARTICLE 2

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND
CREATION OF PROPERTY RIGHTS AND OBLIGATIONS 3

2.1 Description of Hampton Commons 3

2.2 Common Property 3

ARTICLE 3

ASSOCIATION, ADMINISTRATION, MEMBERSHIP
AND VOTING RIGHTS 4

3.1 Association to Manage Estates 4

3.2 Membership 4

3.3 Transferred Membership 5

3.4 Classes of Membership 5

3.5 Voting Requirements 5

3.6 Commencement of Voting Rights 5

3.7 Membership Meetings 6

3.8 Board of Directors 6

ARTICLE 4

MAINTENANCE AND ASSESSMENTS 6

4.1 Creation of the Lien and Personal Obligation of Assessments 6

4.2 Purpose of Assessments 6

4.3 General Annual Assessment 6

4.4 Special Assessments 7

4.5 Allocation Assessments 7

4.6 Date of Commencement of Assessment; Due Dates 7



4.7 Transfer of Lot by Sale or Foreclosure 7
 4.8 Enforcement of Assessment Obligations; Priorities, Discipline
 7

ARTICLE 5

DUTIES AND POWERS OF THE ASSOCIATION 8
 5.1 Duties and Powers 8

ARTICLE 6

UTILITIES 9
 6.1 Owners' Rights and Duties 9
 6.2 Easements for Utilities and Maintenance 9
 6.3 Underground Utilities 10

ARTICLE 7

COVENANTS FOR MAINTENANCE AND CONSTRUCTION 10
 7.1 Lots to be Kept in Good Repair 10
 7.2 Commencement and Completion of Construction 10

ARTICLE 8

USE RESTRICTIONS: GENERAL COVENANTS 10
 8.1 Hampton Commons, Governmental Regulation; Strictest Standards Control 10
 8.2 Restriction Against Manufacturing or Commercial Enterprise 11
 8.3 Land Use and Building Type 11
 8.4 Temporary Structures 11
 8.5 Restriction Against Subdividing 11
 8.6 Disposable Items 11
 8.7 Protection of Storm Water Drainage 11
 8.8 Signs 11
 8.9 Sight Distance at Intersections 11
 8.10 Animals 12
 8.11 Nuisances 12
 8.12 Vehicles 12
 8.13 Antennae 12
 8.14 Energy Devices 12
 8.15 Firearms 12
 8.16 Clotheslines 12

ARTICLE 9

ARCHITECTURAL CONTROL 13
 9.1 Approval of Plans by Architectural Committee 13
 9.2 Specification of Reasons of Disapproval 14
 9.3 Submission of Plans 14
 9.4 Plan Check Fee 15



9.5 Approval Procedures 15

9.6 Architectural Committee Liability Limitation 15

9.7 Unapproved Construction; Remedies 15

9.8 Dwelling Quality and Size 15

9.9 Restriction Against Raising Height of Grade 16

9.10 Restriction Against Excavation and Grading 16

9.11 Restrictions as to Building Materials - Covering Outside Walls
. 16

9.12 Restriction as to Fences - Height and Style 16

9.13 Requirements as to Seeding and Planting 16

9.14 Construction Completion Requirements 16

9.15 Mandatory Reconstruction 16

9.16 Entry for Inspection 16

ARTICLE 10

GENERAL PROVISIONS 17

10.1 Enforcement 17

10.2 Severability 17

10.3 Amendment 17

10.4 Conveyance 17

10.5 Calendar Year 17

10.6 Limitation of Restrictions on Declarant 17



4119366
Page: 5 of 24
07/08/1997 04:20P
Spokane Co, WA

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
OF
HAMPTON COMMONS, PLANNED UNIT DEVELOPMENT

This Declaration of Covenants, Conditions and Restrictions and reservation of easements, made on the date hereinafter set forth by Jireh Corporation, a Idaho corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Spokane, State of Washington, which is specifically described and identified as Hampton Commons, a Planned Unit Development, described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Hampton Commons", and

WHEREAS, Declarant has subdivided Hampton Commons 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 "Hampton Commons", 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 Hampton Commons Homeowners Association, which shall be a Washington nonprofit corporation and which have certain administrative and maintenance responsibilities in Hampton Commons, 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 Hampton Commons 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 Hampton Commons, 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 Hampton Commons.

ARTICLE 1

DEFINITIONS

1.1 "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.

1.2 "Association" shall mean and refer to the Hampton Commons Homeowners Association, a Washington nonprofit corporation, the members of which shall be owners of the lots in the Project.

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

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

1.5 "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.

1.6 "Common Property" shall mean and refer to the land or easements, together with any improvements constructed or to be constructed thereon, described as such on the Plat Map, Exhibit "B" attached hereto and incorporated herein by this reference.

1.7 "Declarant" shall mean and refer to Jireh Corporation, a Idaho corporation, 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 and Reservation of Easements, as it may be amended from time to time.

1.9 "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.



1.10 "Hampton Commons" shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon.

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

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

1.13 "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".

1.14 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Planned Unit Development, and Bylaws of the Association, and the rules and regulations for the members as established from time to time.

1.15 "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 Hampton Commons.

ARTICLE 2

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

2.1 Description of Hampton Commons. Hampton Commons 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 Common Property. The Common Property shall consist of property described as follows:

2.2.1 Tracts "A", "B", "D" and "E", Hampton Commons, a Planned Unit Development (storm water drainage facilities);

2.2.2 Wheaton Lane, Cambridge Lane, Eton Lane, Princeton Lane, Oxford Lane, Oxford Circle and Hampton Lane (private streets



described on the face of the Planned Unit Development Plat);

2.2.3 Tract "C", Hampton Commons Planned Unit Development(Ashlee park);

2.2.4 Those easements granted to declarant upon adjoining property pursuant to that certain Development Agreement dated July 30, 1996 and recorded under Spokane County Auditor's File No. 4051832 and incorporated herein by this reference;

2.2.5 Landscape easements shown on the face of the Planned Unit Development Plat.

2.2.6 The island at the entrance to the Property from North Sixth Street;

2.2.7 The fence on portion of the outer perimeter of the PUD.

Improvements on the Common Property consists of (1) fencing or plantings on areas described in subparagraphs 2.2.1, 2.2.5, 2.2.6 and 2.2.7; (2) landscaping, lighting, fencing and masonry signs if any, or other improvements installed by Declarant on Tracts "A" and "B"; and (3) street improvements on and along the streets described in subparagraph 2.2.3. The Common Property described herein is hereby dedicated by Declarant to the Association. After completion of any improvements installed by Declarant, the Association shall maintain, restore, and/or replace the improvements on said common property, save the easements described in the subparagraph 2.2.4. The Association shall have, with respect thereto, only those responsibilities set forth in said Agreement.

ARTICLE 3

ASSOCIATION, ADMINISTRATION, MEMBERSHIP
AND VOTING RIGHTS

3.1 Association to Manage Estates. The Owners of all the Lots covenant and agree that the administration of Hampton Commons shall be in accordance with the provisions of this Declaration 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 Hampton Commons. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration.

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 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 be null or 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 (1) 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 equals the total outstanding votes (tripled as above) held by the Class B Members; or

3.4.2.2 On the tenth (10th) anniversary of the recordation of this Declaration.

3.5 Voting Requirements. Except where otherwise expressly provided in this Declaration 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, 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 Hampton Commons, 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) general annual 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 the contribution toward the common expenses by waiver of the use or enjoyment of any part of Hampton Commons 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 of Hampton Commons, 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 Declaration, of providing for the insurance for the Association, and of providing for the maintenance of Common Property.

4.3 General Annual Assessment. Commencing the first day of July, 1997, the regular annual assessment per Lot shall be One Hundred Fifty Dollars (\$150.00) per year. Each Lot's share of 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 actual cost or prorated portion of anticipated future cost of any construction, reconstruction, repair or replacement of a capital improvement within Hampton Commons, 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).

4.6 Date of Commencement of Assessment: Due Dates. The general annual assessments provided for herein shall commence as to each Lot in Hampton Commons on the first day of the month following closing of the sale of the first Lot in Hampton Commons, but no earlier than July 1, 1997. Due dates of the assessments shall be established by the Board of Directors and be set forth in an annual notice, along with the amount of the general annual assessment.

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 eligible for any such assessment becoming due after the date of any such statement.

4.8 Enforcement of Assessment Obligations: Priorities, Discipline. If any part of any assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) 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 or 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 or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

5.1.1 Expend Association funds to maintain, repair, replace and manage all landscape materials, grass, automatic landscape irrigation system, signs, and fencing identified as Common Property, 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 Hampton Commons.

5.1.5 Adopt reasonable rules not inconsistent with this Declaration, or the Bylaws relating to the use of particular areas within Hampton Commons, and the